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Contents.

Cases Reported this Week.

Current Topics.

The New County Court Judge.

MR. H. D. BONSEY, who has been appointed to the vacant county court judgeship, has long enjoyed a considerable junior practice on the Midland Circuit, and has appeared in almost every important case under the Game Acts and the Food and Drugs Acts. He is a scholarly and sound lawyer; his manner as an advocate has always been remarkable for gravity and dignity; in his pleadings he has preserved a certain leaning towards the use of the antique formulas and technical turns of phrasing—now rapidly growing obsolete in a commercial age. We may add that he is one of the very tallest men at the bar.

The Land Transfer Report.

WE DEAL elsewhere in some detail with the suggestions for improvement of the present system of land transfer contained in this long-expected report, but we may say here that it savours of the work of a Mr. Facing-both-ways; that it is indefinite where definiteness is urgently required, and that it is dumb where speech would be valuable. The Commissioners point out that private conveyancing has been cheapened and expedited; that land owners shew much reluctance to avail themselves of the Registry; that the Commissioners have been unable to find proof of "a really strong feeling" in the country in favour of the compulsory registration of title; that the larger landowners are penalized with excessive fees, and that they cannot recommend the compulsory extension of the present system. That is to say, the Commissioners fully justify the opposition to the ambitious suggestions of the Land Registry. On the other hand, they suggest a lengthy series of amendments to the present system. They do not say that the adoption of these amendments will necessarily render the system fit for compulsory extension, but they think that they should be tried in the unfortunate county which has hitherto been the field for legislative experiments in land transfer and has suffered for over ten years from the infliction upon it of a system which is now declared to be imperfect and unfit for general adoption. "If," the Commissioners say, "after sufficient experience, the amended system is found to work

satisfactorily within the present compulsory area of the county of London, a Bill for the gradual extension of compulsion on sales to the rest of the country by the establishment of local centres and branches in the manner suggested by the Registrar should then be considered by Parliament."

The Big "If" of the Commissioners.

ON THE face of it, this cautious contingent provision for the extension of the system looks fair and reasonable; but, so far as we can see, there is no contingency about it. The "if," which looms so big in the sentence we have quoted, means practically nothing at all. We all recall that the present system was originally stated to be an experiment, but became a permanent institution. What provision have the Commissioners made to ensure that a sufficient experiment shall be made of the amended system? None whatever. What is to be the period of the "sufficient experience"? The Commissioners are silent as to this. Who, then, is to say what will be "sufficient experience"? Why, of course, the Land Registry, under whose sanction the Bill for extension of the system will be introduced. They may say, and are likely to say, that three months will afford "sufficient experience." Who is to say whether the amended system works satisfactorily within the County of London? Why, again, the Land Registry, who, having constantly pooh-poohed the objections to the existing system, which the Commissioners find to be well founded, will not be likely to listen to complaints about the amended system. Who, again, is to say what proposals may be submitted for the consideration of Parliament, in the Bill for the extension of compulsion to the whole country? Why, the Land Registry. What is there to prevent them from providing by the Bill that such extension shall be made as and when the Land Registry (or the Privy Council acting on their suggestion) think fit? The proposed abolition of the restriction on extension of the system provided by section 20 of the Land Transfer Act, 1897, perhaps follows from the suggestions previously made, but it is to be observed that the Privy Council, in place of the county councils, are to have the power to ordain the extension of the amended system. There is no proposal for an inquiry before such extension, and the effect of the provision is, practically, to put into the hands of the Land Registry the power to extend the system as and when it thinks fit. It appears, therefore, that the safeguards proposed by the Commissioners are, mainly owing to their indefiniteness, practically useless, and that the Land Registry is left absolute master of the situation.

Local Registries of Deeds.

THERE IS one recommendation of the Commissioners which is likely to excite considerable surprise, having regard to the general tenor of their report. They recommend that county councils should be empowered to establish registries of deeds, either for their own county only, or for an urban area in their county, or for a union of neighbouring counties, on the lines of the Yorkshire Registries. Are these registries of deeds to be permanent and to exclude the compulsory registration of title to land within their district? Or are they to co-exist with the registry of title for such district? Or are they to be temporary, existing only until the high mightinesses of Lincoln's Inn Fields find time to cast their eyes over the district and sweep it into their net? As to these questions the oracle is, as usual, dumb as to any direct or explicit statement; but from the incidental remarks quietly dropped at the end of the portion of the report relating to this matter we gather that the deed registries are to be ephemeral, and to last only until the Land Registry thinks proper to annex the county or district. The county councils are advised that in the selection of places for deed registries, and in the appointment of officers, "the possible utilization of both at some future time for registration of title should be borne in mind," and it is affirmed that the grant of absolute titles "would be much easier and safer" in a district in which a registry of deeds had been established *for a considerable period* than in other places. [Observe the "for a considerable period"; the length of such period being, as usual, nowhere defined.] That is to say, a county council is, at the cost of the ratepayers and landowners of their county, to warm up the seat for the Land Registry; to erect for the benefit of that institution expensive buildings; to engage and employ a highly-paid staff, and generally to play at keeping a deed registry which may at any time be put an end to and superseded by a registry of title. We greatly wish that the learned and other Commissioners who make this remarkable proposal could be compelled to move its adoption at a meeting of any county council.

Right of the Crown to Fines.

IN THE CASE of *Attorney-General* v. *Mayor, &c. of Exeter* (*Times*, February 10th), Mr. Justice HAMILTON had to decide a very curious and interesting little point. A certain inhabitant of the city of Exeter had been convicted and fined £10 for an offence under section 11 of the Inland Revenue Regulation Act, 1890. The fine was paid to the clerk to the Exeter justices, by whom it was paid to the city treasurer, who claimed it for the city under a series of corporate charters which vested in the corporation a right to all fines exacted within their liberties. The Attorney-General then claimed this sum of £10 for the Crown under section 33 of the Revenue Act, 1890, which repealed section 1 of the Revenue Act, 1868, but re-enacted its provisions in words to the same effect. Under the sections in question "All fines, penalties, and forfeitures incurred under any Act relating to Inland Revenue, *which are not otherwise legally appropriated*, shall be applied to the use of her Majesty." It was admitted by the Crown that up to 1868 the city was entitled under its charters to the fines in question; but it was contended that the Act of 1868 overrode that title and gave the fines to the Crown. On the side of the corporation, on the other hand, the words "not otherwise legally appropriated" were appealed to as a saving clause which retained the corporation's chartered rights. Mr. Justice HAMILTON, however, took the view that those words must mean "appropriated by some Act of Parliament"; and hence that the maxim *Generalia specialibus non derogant* had no application to this particular case. The charters were not special Acts of Parliament which could not be held to be repealed by implication from the general words of some public Act. The intention of the Legislature had clearly been to substitute the right of the Crown for the very chartered rights which the corporation sought to set up against it. In the course of the trial it appeared that London, Dover, and Nottingham have charters similar in this respect to that of Exeter.

Fine for License to Assign.

THE DRAFTSMAN of the Conveyancing Act, 1892, possibly anticipated that the provisions relating to lessees' covenants would be treated as amendments to section 14 of the Act of 1881 and would be construed accordingly; and in that case they would be subject to the enactment of section 14(9), and would expressly apply to all leases whether made before or after the commencement of the Act of 1881. There is no corresponding provision in the Act of 1892. But it has been held in regard to section 4 of the Act of 1892, which enables underlessees to apply for relief against forfeiture, that the section is an independent section and not subject to the qualifications of section 14, so that relief can be given to an underlessee against forfeiture for breach of a covenant not to assign (*Imray* v. *Oakshette*, 1897, 2 Q. B. 218), or for non-payment of rent (*Gray* v. *Bonsall*, 1904, 1 K. B. 601); and in the recent case of *West* v. *Gwynne* (*ante*, p. 254) JOYCE, J., held that the same principle applies to section 3, which provides that, in the absence of an express provision to the contrary a covenant against assignment without consent shall be subject to a proviso that no fine shall be payable for such consent. Consequently the section is subject to no express provision that it shall apply to leases made before the Act, and in *West* v. *Gwynne* it had to be decided whether, without express provision, it applied to leases generally, or whether it was to be restricted to leases made after the Act. The learned judge held that there was no ground for any such restriction. The possibility of demanding a fine for licence to assign was not so much a vested right as an injustice which it was the object of the Act to stop, and the initial words of the section, "in all leases," favoured a wide construction. In the present case, therefore, the section applied, and, since a fine had been

demanded as a condition of assent, the result was to set the lessee at liberty to assign without consent: see *Andrew* v. *Bridgman* (1908, 1 K. B. 596).

Tenants for Life and Damages for Non-Repair by Lessees.

A LETTER from an esteemed correspondent, which we print elsewhere, calls attention to the practical effects of *Re Lacon's Settlement* (*ante*, p. 236) on which we commented last week. He takes exception to our remark that "in the case of damages for breach of covenant to repair, the money is strictly in the nature of capital"; but, in fact, his letter seems to explain and emphasize the idea which suggested the sentence. The want of repair is an injury to the *corpus* of the property; the damages are supposed to be the measure of that injury; and the dilapidated property and the damages together represent the property in a restored condition. In this sense we meant that the damages were in the nature of capital. But our correspondent very usefully goes on to question whether under the existing law damages for breach of a covenant to repair can be applied by the trustees of the settlement in the appropriate manner—that is, in repairing the property. If the money is to be treated as capital money arising under the Acts, it seems that it cannot. The doing of ordinary repairs is not one of the objects for which capital moneys so arising can be applied (see Act of 1882, section 25; Act of 1890, section 13), and this omission in the Acts has been the cause of various applications to induce the court to authorize repairs under its inherent jurisdiction—applications which appear to have been usually unsuccessful: see *Re De Teissier's Settled Estate* (1893, 1 Ch. 154), *Re Willis* (1902, 1 Ch. 15). And the result is the same if the money is not capital money arising under the Acts, since then the only possible appeal is to the inherent jurisdiction. The reason of refusing relief under this jurisdiction is that it is only exercisable on the ground of salvage, that is, where the repairs are strictly necessary for the purpose of saving the property. But it is possible that in the case of damages for dilapidations the court might modify this rule. The money received by way of damages does not represent money which ought to be held separately from the house; it represents the house itself and should be put back into the house. There would be a difficulty if the cost of the repairs exceeded the damages and the tenant for life was not willing to find the difference, but the cost would have to be kept down accordingly. Our correspondent's view of the proper application of the damages is obviously the common sense view, and it should be the legal view.

Proof of Murder in Civil Proceedings.

A JUDGMENT of much importance, and dealing with a point of peculiar interest, has just been delivered by the President of the Probate and Divorce Division. The court has, under section 73 of the Probate Act 1857, power in its discretion on account of "special circumstances" to appoint any person administrator of the personal estate of a deceased intestate in lieu of the person who would otherwise be entitled to the grant of administration. Application was accordingly made for a grant of administration of the estate of CORA CRIPPEN passing over the representative of her husband, the late HAWLEY HARVEY CRIPPEN. It is scarcely necessary to state that the husband was in October last found guilty of the murder of his wife; was sentenced to death, and was executed a month afterwards. In support of the application, it was urged that it was against public policy that CRIPPEN'S estate should participate in the estate of his wife by reason of his own felonious act, and that the grant ought to go to her next of kin. It was, on the other hand, objected by counsel who represented the executrix under a will of CRIPPEN that, unless and until the applicant had proved by admissible evidence the fact of the murder by him, his right as husband could not be ousted. A certified copy of the conviction was on the present application no sufficient proof of the crime, and it might be necessary to re-try the question before the Court of Probate. This argument was supported by a decision of the Vice-Chancellor of the County Palatine of Lancaster in *Yates* v. *Kyffin-Taylor* (1899, W. N. 141); by the judgment of BRAMWELL, L.J., in *Leyman* v. *Latimer* (3 Ex. D. 352) and other authorities. The learned President took time for consideration, and has now delivered judgment (reported elsewhere) on the ground that *Cleaver* v. *Mutual Reserve Life Association* (1892, 1 Q. B. 147) having established that it is against public policy to allow any person to obtain benefit from his own crime, there were at any rate "special circumstances" which enabled the court, in the exercise of its discretion, to grant administration to the next of kin of the wife. But in the event of its being held that he ought, before granting administration, to have dealt with the points raised before him, the learned judge expressed his opinion that, where a convicted felon or his representatives take proceedings in any court to establish claims which are founded on the crime of which the felon has been found guilty, a certificate of the conviction is admissible, not merely as proof of the conviction but as evidence of the commission of the crime. This opinion was based upon an examination of the authorities, and was supported by a reference to the changes in the criminal law facilitating the defence of the prisoner. This decision will, of course, be of value to the practitioners in the Court of Probate, but it may well be thought that the whole law relating to the admissibility of criminal convictions in civil proceedings should be regulated by Act of Parliament.

Standard of Diligence Due to Children.

IN THREE recent cases the courts have shewn a tendency to fix upon the local authority which controls a school a very high duty with regard to the care of those children who are committed to its charge. In the first of those cases—namely, *Ching* v. *Surrey County Council* (1910, 1 K. B. 736)—it was held by the Court of Appeal that a boy injured by a hole in the asphalt of the playground could recover damages on the ground of negligence against the education authority—namely, the county council. The court took the view that the duty imposed on the council (section 18 of the Education Act, 1870, coupled with sections 5 and 7 of the Education Act, 1902), to "maintain and keep efficient" provided schools within their area, included the obligation to keep the playgrounds of such schools in proper repair for the use of the pupils attending them. In the next case, that of *Morris* v. *Carnarvon County Council* (1910, 1 K. B. 840), a similar liability on the part of the school authority was established in a case where a child aged six years had hurt herself in passing through a heavy swing door; the court held that the jury were justified in finding that the council were negligent in providing an unsuitable type of door. In the most recent case, *Shrimpton* v. *Hertfordshire County Council* (reported elsewhere), the House of Lords have admitted a still further extension of this doctrine. The county council, in accordance with its statutory duty, had provided a van to convey to school infant children residing more than two miles away. Apparently by the tacit assent of the attendance officer, this van was in fact used by other children residing within the two-mile limit, and to whom, therefore, no such duty of providing a conveyance existed. One of these latter children met with an accident through trying to get out while the van was moving, and a jury awarded her damages, on the ground that the authority was negligent in not providing a conductor as well as a driver. The House of Lords upheld this finding as reasonable, and assented to the three views on which the plaintiff's claim rested—first, that the tacit licence given the children to use the van imposed the same duty of care towards them as was owed towards the children for whom it was expressly provided; secondly, that the council was bound by the tacit licence granted, or assumed to be granted, by its attendance officer; thirdly, that the omission to provide a conductor to help out children was capable of being construed as negligence. From this decision it is clear that the House of Lords is determined to impose a very high standard of diligence upon all persons whose kindness of heart prevents them from treating children with the same severity as other trespassers; an attitude previously exhibited by the House in the celebrated case of *Cooke* v. *Midland Great Western Railway*, (1909, A. C. 229). In that case, it will be remembered by all our readers, an Irish railway company was held liable in damages to some boys of tender years who had crept through a gap in a

hedge and had injured themselves while playing with a machine which they found on the company's premises. The late MR. BEVEN, our highest non-judicial authority on the law of negligence, published a scathing criticism on the logic of that decision; but his arguments have not succeeded in convincing their lordships, as would appear from the case we have been commenting on.

Tender of Amount Due to Mortgagee.

THERE IS a very prevalent belief among legal practitioners that the tender to the mortgagee of the amount claimed by the latter is bad if the mortgagor also requires a reconveyance, and refuses to pay the money tendered in case the reconveyance is not forthcoming. There is not much authority on the point, but WARRINGTON, J., had no difficulty in holding recently that a mortgagee (or rather a mortgagee's solicitor) was wrong in declining to take any steps to get a reconveyance executed until after the money due under the mortgage had been paid: see *Rourke* v. *Robinson* (1911, W. N. 35). WARRINGTON, J., laid down the rule that the duty of a mortgagee is to give a reconveyance of the mortgaged property on repayment of the principal and interest, founding himself on a passage in *Walker* v. *Jones* (1866, L. R. 1 P. C., at p. 61), where TURNER, L.J., in delivering the judgment of the Privy Council, said: "Every mortgagor has the right to have a reconveyance of the mortgaged property upon payment of the money due upon the mortgage." This is indeed implied in a judgment of Lord HARDWICKE in 1744 (*Wilshire* v. *Smith*, 3 Atk. 89). It was there held that the plaintiff had not been justified in tendering to his mortgagee the amount due on the mortgage, and at the same time requiring the immediate execution of a deed of assignment then produced for the first time: "The plaintiff did not, as he ought to have done, send a draft of the assignment to the defendant any time before the money was tendered." In the case before WARRINGTON, J., the form of the draft reconveyance had been already settled. The mortgagee was held to have been guilty of a violation of his duty under his contract with the mortgagor, and accordingly had to pay the costs of a redemption action brought by the mortgagor.

The High Court and the Doctrines and Usages of the Jewish Religion.

HAS THE High Court of Justice jurisdiction to ascertain and decide what doctrines are generally received or understood as the essential and fundamental doctrines of the Jewish religion? The action of *Herich* v. *Myers*, before PHILLIMORE, J., was by a Jewish butcher for a libel importing that meat sold by him was "trifa," and according to Jewish law prohibited from being eaten by Jews. The libel was justified, and it became necessary to hear the evidence of witnesses as to the rules and usages of the Jewish law. Those who read of such an investigation with some little surprise may be reminded that it is no novelty in the English courts; that in 1795 Sir WILLIAM SCOTT, in the case of *Lindo* v. *Belisario* (1 Hagg. Consist. 216), tried the validity of a Jewish marriage by evidence of the laws of the Jews, as in cases of a foreign marriage, and his decision was affirmed by the judgment of the Court of Arches. In a subsequent case of *Goldsmid* v. *Bromer* (1798, 1 Hagg. Consist. 324), Sir WILLIAM SCOTT pronounced a Jewish marriage to be invalid by reason of the incompetency of the witnesses who were required as an essential part of the ceremony. Sir WILLIAM treats the question of the incompetency of the witnesses, owing to their nonconformity, as one of law and fact, and refers to the Talmud and other books of authority. It is unnecessary to say that actions in which it is essential to determine what are the fundamental or essential principles of the constitution of religious bodies are familiar to our courts, more particularly in questions as to property held in trust for such bodies.

The Plague and the Inns of Court.

LAWYERS WHO read of the destructive ravages of the plague in and about the town of Kharbin, and the alarm lest this terrible epidemic should spread itself over the territories of Russia, may be ignorant of the fact that the plague or "pestilence" has often attacked the courts and chambers of the Temple. The Inns of Court were visited by what was called "the great plague of the sweating sickness" in 1545, and by what was probably the pulmonary plague in 1593. The plague of 1665 found the Templars as ready as ever to deal with its advances by taking refuge in flight. This was the time-honoured, and generally successful, plan adopted by the Inner Temple. On notice of any case of suspicious sickness within the Society, the commons, moots, and readings were postponed, and the inhabitants betook themselves to the country houses of their parents or their friends. With regard to the Middle Temple, we read that "if it happens that the plague of pestilence be anything nigh their house, they immediately break up their house, and every man goeth home into his country, which is a great loss of learning, for if they had some home nigh London to resort to they might as well exercise their learning there as in the Temple, until the plague were ceased." We will not suppose that so dire a calamity as an outbreak of the plague may now, or hereafter, fall upon the Temple, but we are disposed to think that in any event there will be no such loss of learning as was experienced by our ancestors.

Wilful Damage to Pictures in Museums.

THE SENTENCE of one year's imprisonment which has been passed on the man who wilfully and maliciously, in the National Gallery of Amsterdam, damaged one of the finest works of REMBRANDT, has not satisfied some of those interested in works of art, who draw attention to the irreparable character of the mischief and to the fact that malicious damage to articles in picture galleries and museums has of late years shewn a tendency to increase. Those who join in these complaints are possibly unaware of the fact that by the English law, as contained in section 39 of the Malicious Damage Act, 1861, the term of imprisonment for the offence is limited to six months' imprisonment, with or without hard labour. It may well be doubted—when we consider the ingredients of this miserable offence, the depraved and malicious temper of the offender, and the extraordinary damage which is often inflicted by him upon the whole community—whether the maximum term of imprisonment should not be materially increased. To adopt the words of Baron HUME, "it is a crime of very high degree, on account of the ruinous and extensive waste it may occasion; the impossibility of guarding against it, and the keen and deliberate malice of the contrivance and way of execution."

The Court of Claims.

REPORTS OF the sittings of the Royal Commissioners whose duty it is to hear and determine the claims to do and perform services at the approaching Coronation have appeared in the newspapers. The inquiry into the nature and validity of these claims, however interesting to the antiquarian, is not likely to attract the attention of legal practitioners. The judgments of the Court of Claims are not elaborate, and very little information can be obtained from a study of them as to the *ratio decidendi*. They are in no sense the considered judgments of a superior court, but are more in the nature of judgments in summary proceedings. In the majority of cases the decisions of earlier courts have been followed, but in some few instances new precedents have been created. The proceedings of the court are, we observe, followed with respectful admiration by the American Press.

In a case at the Bristol Assizes, says the *Times*, the prisoner, having asked to be defended under the Poor Prisoners' Defence Act, the judge, Mr. Justice Lawrance, said it was quite time that every one who wanted to be defended under that Act should know that he must show two things—first, that he had no money; and, secondly, that he had something like a defence to put forward. If not, they were not entitled to be defended under the Act. Some people were always recommending prisoners to make those applications, and he had received them from different gaols in the same handwriting, just as if the people of this country had nothing to do with their money but provide the defence for prisoners. The present applicant had shewn no right to be defended, but he had asked Mr. Croom Johnson to represent both the accused.

The Land Transfer Commission's Suggestions for Patching Up an "Imperfect" System.

I.

THE Report of the Land Transfer Commission contains a series of suggestions for the amendment of the system of registration under the Land Transfer Acts, and also of the general law, many of which are of great importance. Their efficacy as regards the object intended will be best estimated after we have explained their scope. It will be convenient to consider them under the headings under which they appear in the Report.

(A.) FIRST REGISTRATION WITH ABSOLUTE TITLE.—(1) *Position of Registered Proprietor.*—The provisions of section 7 of the Act of 1875, as well as the term "absolute title" itself, import that an owner who has satisfied the registrar as to his title, and has obtained registration with absolute title, is in no danger of having the title impugned, but this result of registration is by no means clear. Sections 95 and 96 give extensive powers of rectification of the register, qualified only by the words "subject to any estates or rights acquired by registration," and it is possible that, while the first registered proprietor can give a really absolute title to a transferee for value (section 30), his own title gains no validity from registration; moreover it seems to be possible that, if the transfer deprives some other claimant of the land, who in consequence is entitled to compensation, this will be payable by the first registered proprietor. The Commission propose that the position of the first proprietor registered with absolute title shall be made impregnable except as regards rights created by himself prior to registration, and except, of course, where he has obtained registration by fraud.

(2) *Investigation of Title.*—The Act of 1862 was impracticable on account of the strictness of the investigation of title which it required. The title had to be a sixty years' title, such as could be forced on an unwilling purchaser. Since then the law of vendor and purchaser has been altered by reducing the length of title to forty years, and successive changes have been introduced under the Act of 1875 and the rules; and now under rule 27 of the rules of 1908 the registrar has wide powers of modifying the investigation of title. The Commission agree with this, and think that considerable latitude must be given to the registrar so as to enable him to waive objections which in daily practice are waived by willing purchasers, and to accept titles of a length and quality such as are now accepted as sufficient by experienced practitioners; but their specific suggestions for facilitating proof of title are given under the next two heads.

(3) *Length of Title to be Required.*—The Commission point out that titles offered to purchasers are, as a rule, good holding titles, and that a purchaser investigates the title rather with a view to being able to make a title on a resale or a mortgage than to protect his own possession; and they think that the length of title, both for registration and as between vendors and purchasers, may be safely reduced to twenty years, the title to commence with a conveyance on sale or other good root of title; and that a less period should be accepted in the case of property bought under an order of the court within twenty years before registration.

(4) *Acceptance of Counsel's and Solicitors' Certificates.*—It appears that at present the registrar considers that it is within his discretion to rely on the advice of counsel for the parties, instead of investigating the title himself. The Commission recommend that, subject to certain conditions, this should be definitely authorized by the rules; the conditions being, that the property should be in a compulsory district, that a certificate should be given by a conveyancing counsel in the form of answers to definite questions sent from the office, and that there should be a certificate from the solicitor or his clerk as to examination of the abstract with the deeds. In the case of properties above £10,000 in value, the counsel's certificate should be given by one of the counsel on the list of examiners of title, the list to be increased by the addition of a large number of counsel with substantial experience in conveyancing.

(B.) RIPENING OF POSSESSORY INTO ABSOLUTE TITLE.—(1) *Freeholds.*—Where a title is registered as possessory, because it does not comply with the requirements for an absolute title, this may be on the ground of the shortness of the title, or of some defect. In the former case, the objection will be removed by time. In the latter the operation of time is not so certain, but the Commission recommend that, after a short period of registration—not less than twelve, or more than twenty years—accompanied with evidence of possession, all possessory titles registered in a compulsory district, whether after a purchase or not, should ripen in cases not exceeding £10,000 in value, into absolute titles upon the first transfer for value after that period, subject to a month's local publication or notice in the *London Gazette*, and to no objection being made. It is also suggested that the scheme, if found to be successful, should be extended to all values.

(2) *Leaseholds.*—Registration of leaseholds, it is pointed out in the Report, differs from registration of freeholds to the disadvantage of the former, since the benefit diminishes as the term runs out, whereas in the case of freeholds it is perpetual. Moreover, an intending lessee is, in the absence of special contract, not able to investigate the title of his lessor, and he can then only register a "good leasehold title." The former disadvantage cannot be avoided, but it is proposed to assist lessees against possible invalidity of the lessor's title by providing that in a compulsory area a "good leasehold title" where the value of the lease does not exceed £1,000, shall, at the end of ten years from the date of registration, confer upon the registered proprietor of the lease an absolute title to the term against all persons interested in the property, whether registered or not. Evidence of continuous possession during the ten years without objection should be required, and a month's advertisement. All parties injured would be entitled to resort to the compensation fund, and their rights against the lessor would be preserved, and the enforcement of these rights would be available to recoup the fund. The proposal is a singular way of meeting the lessee's own neglect in not stipulating for investigation of the lessor's title. Where the lease is likely to be valuable this should always be done, and there seems to be no reason why the registry should, without investigation, guarantee the lessor's title when the duty of investigating it has been omitted by the lessee.

(C.) SETTLED LAND.—There has been considerable difficulty in adapting the system of registration to settled land, and this has not been diminished by the intricacies which have been discovered in the "compound settlement." After discussing the manner in which sales of settled land may be effected either by trustees for sale, or tenants for life, or by trustees or other persons under powers, and the corresponding difficulty of entering the right person as proprietor on the register, the Commission recommend that no one should be registered as proprietor unless the fee simple is vested in him; and therefore persons who only have powers, but no estate, should not be registered as proprietors at all. Trustees who have the fee simple vested in them should be registered, whether they have a power of, or trust for, sale or not, provision being made for preserving the powers of tenants for life and other persons. How this provision is to be made is not clearly stated, but we gather that it is not proposed to shew on the register that the land is subject to the settlement; while, on the other hand, the trustees are to be bound to transfer at the direction of the person having the power of sale. Where the fee simple is not vested in trustees, it is proposed that the land should be registered merely as subject to the settlement, and not in the name of any individual proprietor. The parties concerned would then satisfy the registrar as to the propriety of any proposed dealing with the land, and the registrar would issue a certificate which would exonerate purchasers and others from inquiring whether the proposed dealing was within the powers of the settlement. The scheme, it will be noticed, confers on the registrar new and important powers in respect of the interpretation of settlements, and it tends to transfer to him functions which are properly exerciseable by the court.

(D.) DEALINGS WITH REGISTERED LAND.—(1) *Transfers and Powers of Registered Proprietor.*—It is proposed that transfers

of registered land should be executed by the transferee as well as the transferor, as in the case of shares, and that the register should be cleared on every change of ownership. Moreover, that section 16 (1) of the Act of 1897, as to the evidence of title to be required by a purchaser, should be amended so as to entitle him to a full copy of all the entries on the register.

With respect to the estate of the registered proprietor, it is recognized that this may be either legal or equitable. It is recommended that it should be made clear that the estate of a registered absolute proprietor is the legal estate in fee simple, unless that estate is outstanding in some other person, whose estate is itself noted on the register, or arises under some instrument entered on the register, or (where the registered proprietor is a transferee otherwise than for value) under any unregistered disposition created by or affecting his transferor. This, by the way, implies a good deal of complication on the register. Where the legal estate is thus outstanding, it should be made clear, the report says, that the registered proprietor has an equitable estate in fee simple. It is also admitted that the registered proprietor must have some power to create interests, both legal and equitable, taking effect outside the register; but it is proposed to forbid the possibility of the legal estate being dealt with for an indefinite time off the register. Accordingly, the Commission recommend that the estate of the registered proprietor, whether legal or equitable, should be transferable only by registered instrument, except for the purposes of settlements and mortgages; but this prohibition would apply only to absolute transfers of the fee simple, or, in the case of leasehold titles, of the registered leasehold interest, and not to the creation of lesser interests. With this alteration and some subsidiary amendments, the Commission recommend the continuance of the provisions of section 49 of the Act of 1875, which allow generally of the creation of estates off the register, subject only to the maintenance of the estate and right of the registered proprietor.

(2) *Mortgages.*—In regard to mortgages the Commissioners recommend a complete change in the present practice. Their suggestion is that mortgages should be created entirely outside the register, but that there should be an entry on the register of a note of the mortgage deed enabling it to be identified; and that all mortgages, whether legal or equitable, should rank according to the priority of their respective entries on the register.

A legal mortgage would carry the legal estate, and the registered proprietor could only transfer the land subject to the mortgages entered on the register. It is further proposed that mortgagees with power of sale should be authorized to transfer the land, and that the registrar should give to the purchaser a certificate of the vendor's power of sale. This seems to be unnecessary, having regard to the present law as to purchase from mortgagees, and the security of the purchaser's title. It is also proposed that the rule in *Hopkinson* v. *Rolt* (9 H. L. C. 514) should be altered so as to allow mortgagees who are bound to make further advances to advance up to the full agreed amount without fresh inquiry. It will be observed that the proposals as to mortgages are really an attempt to tack a register of deeds on to a register of title, and, while these and other proposals may meet some of the objections which have been made to the system, we are by no means clear that they will make for a really simple system of registration. If it is to continue to be complicated and difficult, the arguments in favour of it lose their force.

(*To be continued.*)

Reviews.

Legal Maxims.

A Selection of Legal Maxims, Classified and Illustrated. By Herbert Broom, LL.D. The Eight Edition. By Joseph Gerald Pease, B.A. (Lond.), and Herbert Chitty, M.A. (Oxon.), Barristers at-Law. Sweet & Maxwell (Limited).

"Maxims are the condensed good sense of nations"; so says the title-page of this work, quoting from Sir James Mackintosh, and legal maxims furnish in tabloid form much of the current law of a nation. There are few departments of the law which are not illustrated by some well-known maxim, and he who would expound legal maxims sets out with the whole field of law as his province. This task Dr. Broom undertook with great success. Five editions of the work were produced by himself, and since his death in 1882 the work has fallen into the hands of competent successors. It is essential that such a work should be founded upon only a selection of cases, and in expounding the various maxims, of which over a hundred have been included, the selection appears to have been judiciously made, and the work has been brought up to date by the citation of many recent cases. Of maxims which are discussed in an interesting and informing manner we may instance, *boni judicis est ampliare jurisdictionem*, in which the last word is sometimes treated as equivalent to *justitiam*; *de minimis non curat lex*, where the distinction is drawn between injuries really trifling, and injuries which, though trifling in the particular case, involve a question of right; *ubi jus ibi remedium*, which has become more obvious since forms of action were abolished; and *qui prior est tempore potior est jure*, which gives scope for a statement of the manner in which this maxim is restricted by the possession of the legal estate. The work exhibits the influence and operation of maxims in a very interesting and useful way.

Books of the Week.

The Western Circuit.—Pie-Powder: being Dust from the Law Courts Collected and Recollected on the Western Circuit. By A Circuit Tramp. Price 5s. net. John Murray.

Magistrates' Practice.—The Magistrates' General Practice: being a Compendium of the Law and Practice Relating to Matters Occupying the Attention of Courts of Summary Jurisdiction; Penalties on Summary Convictions; Magistrates' Calendar, &c.; with an Appendix of Statutes, Rules, and Forms. Eighth Edition. By Charles Milner Atkinson, M.A. and LL.M. (Cantab.), Stipendiary Magistrate for the City of Leeds. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

Statutes.—Statutes of Practical Utility Passed in 1910, arranged in Alphabetical Order in Continuation of "Chitty's Statutes," with Notes, Incorporated Enactments, and Selected Statutory Rules. By W. H. Aggs, M.A., LL.M., Barrister-at-Law. Price 7s. 6d. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Digest.—The Annual Digest of All the Reported Decisions of the Superior Courts, including a Selection from the Scottish and Irish, with a Collection of Cases Followed, Distinguished, Explained, Commented on, Overruled, or Questioned, and References to the Statutes Passed During the Year 1910. By John Mews, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Correspondence.

Finance (1909-10) Act, 1910.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—We should feel obliged if you could spare space to allow us to direct attention to the working of the Land Valuation Clauses of the Finance (1909–10) Act, 1910.

We have been responsible for the returns on about 3,000 Forms IV.

At present only two sets of provisional valuations have come to hand.

In one case, provisional valuations relating to a batch of ground-rents came in about a month before the ground-rent owners had made their returns on Form IV. The ground-rents in question changed hands on sale less than twenty years before the passing of the Act. The site value at the date of that sale is material; but the valuer did not wait for the returns, and it is impossible to reconcile his figures with the market value of the land at the date of the last sale, or at the present time. This valuer makes no allowance whatever for the cost of clearing the site.

In the second case (again a ground-rent), the property is let on lease for 120 years having 71 years to run, at a ground-rent of £15 15s. per annum. According to the particulars given by this valuation officer on Form IV., the house is assessed at £50 gross and £43 rateable value, but he fixes the gross value at £300 only, and the assessable site value at £100. This officer allows £40 for the cost of clearing the site. The neighbourhood has gone down, but there is no doubt that the ground-rent would sell for from eighteen to twenty years' purchase, or, say, £300.

Careful scrutiny fails to disclose the basis on which these valuations have been made. There is no visible relation in either set to any known standard of value, and apparently no common principle underlies them.

In view of Increment Duty, these valuations should be appealed

against; but an appeal unsupported by the opinion of skilled surveyors is not likely to prove successful, and the question of cost has to be taken into consideration.

We are advised that the Surveyors' Institution consider that a standard charge of two guineas per house would be reasonable for the services of a surveyor in connection with a valuation under the Act.

The amount does not in itself appear excessive, but if each provisional valuation has as little relation to facts as those which we have seen, in the aggregate the cost will be colossal. For example, one of our clients who has already been saddled with the necessary cost of filling up 1,800 Forms IV., has to face the prospect of 1,800 appeals against unjust valuations or stand the chance of being taxed for Increment Duty on a basis which is not contemplated under any fair system of putting the Act into operation. The outlook is appalling.

FAMILY LAWYERS.

Feb. 14.

Tenant for Life and Damages for Non-repair by Lessees.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—The recent decision in *Re Lacon's Settlement* (SOLICITORS' JOURNAL, pp. 236 and 248), though apparently inevitable as the law stands, seems to me very unsatisfactory.

It is to the effect that where a lease is granted by a tenant for life under the powers of the Settled Land Acts, and moneys are paid for dilapidations at the end of the term, such moneys must be paid to the trustees of the settlement and not to the tenant for life.

In your head-note to the report (p. 226) you say that the moneys in question are "capital money," and I assume that to be the effect of the decision, though I do not find that the learned judge actually used those words as applying to the case before him.

Now the obvious and reasonable way of applying dilapidation moneys is to spend them on repairs—that is to put the property, as far as possible, into the same condition as it would have been in if the covenant to repair had been performed.

But capital moneys under the Settled Land Acts cannot be expended in ordinary repairs. So the trustees are in the strange position of being unable to apply the moneys in making good the damage in respect of which they have been paid.

The effect may be most serious. Take the following case: A house is let on lease at £500 a year. At the expiration of the lease the dilapidations are assessed at £500. The amount is paid to the trustees, they, being unable to utilize it for repairs, invest it at 3½ per cent., producing £17 10s. a year. The tenant for life is unable to find the money for the repairs, or possibly does not care to apply his own money for the benefit of the inheritance. Consequently the house remains unlet. The tenant for life loses £500 a year and only gets in exchange the £17 10s. produced by the investment of the dilapidation money.

It may be said that he could let the house at a reduced rent in consideration of the new lessee undertaking to put the house into repair, but that arrangement would be somewhat out of the common and might prove impracticable. A lessee for seven, fourteen, or twenty-one years does not, as a rule, care to start his tenancy with a large outlay.

I quite see that it would not be right to let the tenant for life pocket the dilapidation money and leave the property unrepaired. What is wanted, I think, is some modification of the Settled Land Acts enabling trustees who receive money in respect of dilapidations to spend that money in making good those dilapidations.

In your note, on page 348, you say "in the case of damages for breach of covenant to repair, the money is strictly in the nature of capital." If this is intended as a *general* statement of principle, I would respectfully demur to it. Indeed, the fact which you mention—that a tenant for life who grants a lease under a power in the trust document is entitled to receive and retain dilapidation money—seems to point the other way.

On the other hand, if you mean that in the case of a lease granted under the Settled Land Acts the dilapidation money is strictly in the nature of capital then I venture to think the statement begs the question. It is the very point that arose in the case under comment.

W. H. W.

Feb. 13.

[See observations under head of "Current Topics."—ED. *S.J.*]

According to the *Central Law Journal*, the friend of a magistrate, who had dropped in to hear the proceedings at a police court, remarked to the magistrate, "You have a pretty tough-looking lot of criminals to dispose of this morning, haven't you?" "Huh!" rejoined the dispenser of justice, "you are looking at the wrong bunch. Those are the lawyers."

CASES OF THE WEEK.

House of Lords.

SMITH (SURVEYOR OF TAXES) v. LION BREWERY CO. (LIM.).

7th and 18th Nov.; 13th Feb.

REVENUE—BREWERY COMPANY—BALANCE OF PROFITS OR GAINS—DEDUCTIONS—"TIED" HOUSES LET TO TENANTS—COMPENSATION LEVY—LANDLORD'S SHARE—INCOME TAX ACT, 1842 (5 & 6 VICT. c. 35) s. 100, SCHEDULE D—INCOME TAX ACT, 1853 (16 & 17 VICT. c. 34), s. 2, SCHEDULE D—LICENSING ACT, 1904 (4 ED. 7, c. 23), s. 3.

The surveyor of taxes appealed from an order of the Court of Appeal (reported 1909, 2 *K. B.* 912, 53 SOLICITORS' JOURNAL, 696; 78 *L. J. K. B.* 1089), *whereby it was held that the compensation levy imposed by section* 3 *of the Licensing Act*, 1904, *upon a brewery company who are landlords of tied houses is an expense incurred for the purposes of their trade in arriving at the assessable amount of such profits for the purposes of the Income Tax Acts.*

The House being equally divided in opinion, the appeal did not prevail, and stood dismissed, no order for costs being made.

This was an appeal by J. W. Smith (surveyor of taxes) against an adverse judgment of the Court of Appeal (Kennedy, L.J., dissenting) in a test case, in which the Lion Brewery Co. were the defendants, brought to decide whether the compensation levy made on the owner of licensed property, where the owner was a brewer or a brewery company, and the house a tied house, could properly be said to be a charge "incurred wholly or exclusively" for the purposes of the brewers' trade. If it was such a charge, then the brewer was admittedly entitled to bring in the charge as an outgoing before the profits were returned for income-tax purposes. The order of the Court of Appeal now appealed against reversed a decision of Channell, J., who had held that the deductions for compensation levy only affected the brewers as rent receivers, and not *qua* their trade as brewers. It followed, therefore, that the levy was not an expense necessarily incurred wholly and exclusively for their trade, and therefore the Crown was entitled to succeed. From that order Mr. Smith appealed. The arguments were heard in November last, and judgment was reserved.

Lord LOREBURN, C., began his judgment by saying that he thought the order of the Court of Appeal ought to be reversed. He dealt with the facts, and said that the brewery company held these tied houses simply and solely to obtain a reliable market for their beer. The Act of 1904 compelled a licence-holder to pay a levy. That levy was to form a fund out of which compensation was to be made to those whose licenses were discontinued, by no fault of their own, but in order to carry out the statutory policy of reducing the number of licensed houses, and also to those who owned the houses themselves. They were entitled to share in the compensation, and were also bound to contribute to the fund. The license-holder could deduct a part of it from the rent he paid, and his landlord might, in turn, deduct from the rent he had to pay, and so on, in order that each person interested in the house might contribute to the fund in proportion to the extent of his interest, in accordance with tables set forth in Schedules 1 and 2. His Lordship then gave his reasons for coming to the conclusion that the charge was not wholly a trade expense, and therefore could not be brought into account in estimating for income-tax purposes the profits of the business.

Lord HALSBURY regretted that he was unable to agree with his learned friend on the Woolsack. It seemed to him that the brewers were entitled to have this levy treated as a trade expense, and to claim deduction in respect of it. He was for dismissing the appeal.

Lord ATKINSON shared the regret expressed by Lord Halsbury that he was unable to concur in the judgment of the Lord Chancellor, and had, of course, for that reason all the less confidence in his opinion. His lordship then read a long judgment, and said the conclusion he had come to was that the Court of Appeal was right, and that this appeal should be dismissed with costs.

Lord SHAW began by saying he found himself placed in a position of very great difficulty. In the two judgments that had just been delivered the noble and learned lords had each expressed diffidence in differing from the Lord Chancellor, and he expressed his diffidence in differing from any of their lordships and expressing an opinion either for one side or the other. With these cross-currents of judicial opinion he had done the best he could to make an independent investigation of the whole question, and having prepared a judgment on that basis, he thought it best to read it. His lordship then read a long judgment, in the course of which he said he failed to see how it could logically be contented that this payment was one made wholly for the business carried on by the respondents. In his opinion the judgment of the majority of the Court of Appeal, whose order was appealed against, was wrong, and the appeal should succeed.

Lord LOREBURN, C., said he thought that the order of the Court of Appeal should be reversed; but as there was an equal division of opinion in this House, as, indeed, there had been in the courts below by the judges who heard the case, the rule that the presumption is always in favour of the negative would apply, and the appeal did not prevail. The appeal would therefore stand dismissed, but, following the practice in such cases, there would be no order as to costs.—

COUNSEL, *Sir Rufus Isaacs*, A.G., *Rowlatt* and *W. Finlay*, for the Crown; *Sir Robert Finlay*, K.C., and *Bodkin*, for the Company. SOLICITORS, *Solicitor of Inland Revenue* (*Sir F. C. Gore*); *Godden, Son, & Holme.*

[Reported by ERSKINE REID, Barrister-at-Law.]

METROPOLITAN WATER BOARD *v.* ADAIR AND OTHERS.
8th and 9th Feb.

WATERWORKS—NEW RIVER COMPANY—KING'S CLOGG—METROPOLIS WATER ACT, 1902 (2 ED. 7, c. 41), ss. 2, 3, 4.

Held, that the King's Clogg, which now consists of an annual payment of a sum of £400, was a "debt, liability or obligation" which had been transferred to the Metropolitan Water Board by virtue of the Metropolis Water Act, 1902, and payment of the same was under section 4 secured upon the water fund established by that Act.

Decision of the Court of Appeal (Fletcher Moulton, L.J., *dissenting*) (*reported* 25 *T. L. R.* 193) *affirmed.*

Appeal by the Water Board from a decision of the Court of Appeal, (Cozens-Hardy, M.R., and Farwell, L.J.; Fletcher Moulton, L.J., *dissentiente*) affirming a judgment of Warrington, J. The plaintiff, Sir F. E. S. Adair, Bart., was, under a settlement executed in 1844 and the will of Sir R. S. Adair, who died in 1869, tenant for life in possession of certain hereditaments which were subject to the settlement, including a rent charge or annuity known as "the Crown or King's Clogg," which from its creation in the reign of Charles I. until 1905 had been paid by the defendants, the New River Company (formerly known as the Governor and Company of the New River brought from Chadwell and Amwell to London) to the plaintiff and his predecessors in title, the owners of the "Clogg." In 1902 the Metropolitan Water Board, by statute, took over the undertakings of various water companies, including that of the New River Company, with all their respective rights and liabilities, and default having been made of payment of the "Clogg," Sir Frederick Adair brought this action against both the water company and the new water board to have it declared whether in the events which had happened the rent charge known as "the Crown or King's Clogg," formerly paid to him in respect of 29 King's shares and two adventurers' shares by the New River Company was still payable to him by that company, or whether that obligation had been transferred by the Metropolitan Water Act, 1902, to the Metropolitan Water Board, and was now by section 4 secured upon the water fund established by that Act. Warrington, J., had held that the liability to pay the "Clogg," which amounted to £400 a year, was an obligation now imposed on the Metropolitan Water Board. Accordingly he ordered the water board to pay that annual sum out of the water fund, and directed that they should pay the costs both of the plaintiff and of the New River Company. The Court of Appeal (Fletcher Moulton, L.J., dissenting) upheld that decision. The Water Board appealed. The appeal was argued last year, and judgment was reserved. The House, however, intimated that they desired the appeal to be re-argued, and the case was again in the paper for rehearing, and was argued on the 8th and 9th of February. Without hearing counsel for the respondents,

Lord LOREBURN, C., in moving that the appeal should be dismissed, said that unfortunately they were unable to obtain any guidance on this point from Sir Edward Fry, who was one of the arbitrators, and therefore they had to decide it alone on the statute. It was foreseen that some miscarriage of justice might arise, and that the appellant company might be called upon to pay a second time what they had already paid. The point was raised at the arbitration, but there was no evidence before their lordships as to how the matter had been treated by the arbitrator. The Court of Appeal had decided that the plaintiff was entitled to receive from the water board this annuity of £400. Before the Metropolis Water Act, 1902, that sum had been paid to the plaintiff or his predecessors in title by the New River Company. By that Act the undertaking of the New River Company was transferred to the water board with all the company's liabilities. If the annuity was a debt, liability, or obligation then the decision below was right. The question was—was it so? To decide that question only were their lordships concerned to investigate the origin of this annuity, called "the King's Clogg." It appeared that in 1631 Charles I. was entitled to a moiety of the profits of the undertaking. He assigned this interest to Sir Hugh Myddelton in consideration of an annual payment to be deducted from the dividends of the company. There was no evidence which could justify any doubt as to the validity of the original charge upon the King's moiety. It was clear that this sum was paid out of the King's half before the remainder of the King's profits were paid. It was a charge, to use modern language, upon one-half of this undertaking. This was sufficient to show that the judgment of the Court of Appeal should be affirmed.

The Earl of HALSBURY, in agreeing, remarked that it was difficult to define the word "Clogg," which had been variously described as a charge, a liability, an obligation, and an equity. What was its exact definition in modern language was immaterial, as there was evidence on which it could be said that the appellants were under an obligation to pay the annuity. That disposed of this appeal.

Lord ATKINSON and Lord SHAW concurred. Appeal dismissed with costs.—COUNSEL, *Danckwerts*, K.C., *Cave*, K.C., and *A. B. Shaw*, for the appellant Water Board; *Buckmaster*, K.C., and *Sargant*, for the New River Co.; *Rowden*, K.C., and *Tomlin*, for *Sir Shafto Adair*. SOLICITORS, *Walter Moon; Hollams & Co.; Nicholl, Manisty, & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

SHRIMPTON *v.* HERTFORDSHIRE COUNTY COUNCIL.
9th and 10th Feb.

EDUCATION—PROVIDED SCHOOL—CONVEYANCE OF CHILDREN TO AND FROM SCHOOL—CONTRACT WITH JOBMASTER—INJURY TO CHILD—NEGLIGENCE OF INDEPENDENT CONTRACTOR—LIABILITY OF EDUCATION AUTHORITY—ELEMENTARY EDUCATION ACTS, 1870, s. 74;—1876, s.s. 4, 11, 12;—1902, s. 23 (i).

A county council authorised the providing of a vehicle to bring children to school from a hamlet outside the two-mile radius from the school. The plaintiff, a child nearly thirteen years of age, who lived with her parents within the two-mile radius, was invited to use the conveyance by the school attendance officer. While being so conveyed she was injured, partly (the jury found) through the negligence of the council in not providing a conductor or adult attendant to take care of the children while getting in and out of the vehicle and partly by the negligence of the jobmaster, who had restarted his horses while the plaintiff was on the steps at the rear of the wagonette from which she was preparing to alight. The jury also found that there was no contributory negligence on the part of the child, and that the child was conveyed with the consent of the county council.

Held, reversing the decision of the Court of Appeal (Vaughan Williams, L.J., dissenting), that although the defendants were under no obligation to provide a vehicle at all for bringing up school children, nevertheless, having elected to provide a vehicle, there was an obligation upon them to see that the vehicle provided was suitable and safe for that purpose. The plaintiff alleged that this wagonette, which was high and had an awkward double step at the back and had lost the end rail, was not such a vehicle and was unsafe unless some adult person went with it, beside the driver, to see the children in and out in safety. The question whether sending the vehicle with the driver only in charge was or was not negligence on the part of the defendants was a question for the jury. They had found that it was negligence, and there being evidence on which they could so hold, the plaintiff was entitled to the damages that had been awarded her at the trial.

Held also that the inviting by the school attendance officer of the plaintiff to use the vehicle was an act within the scope of his authority and precluded the defendants pleading that the plaintiff was a mere volunteer.

Decision of the Court of Appeal (*reported* 8 *L. G. R.* 710; 74 *J. P.* 305) *reversed.*

Appeal by the plaintiff, against a decision of the majority of the Court of Appeal (Fletcher Moulton and Buckley, L.JJ.; Vaughan Williams, L.J., *dissentiente*) in an action for damages for personal injuries tried before Channell, J., and a special jury at the Hertfordshire Assizes. The jury found for the plaintiff, with £250 general damages and £27 10s. special damages. Two points were taken by the defendants on appeal: (1) That the contract authorised by the sub-committee under which a conveyance was to be provided to convey to and from the school at Croxley Green children residing at Chandler's Cross, did not authorise the school attendance officer to invite the plaintiff, whose parents lived about a mile only away from the school, to use the conveyance, and (2) that the not sending of an adult person to see the children in and out of the conveyance was not an act of negligence that could be relied on by this particular plaintiff, because a healthy girl of thirteen was capable of getting in and out of the conveyance without any such supervision. The Court of Appeal decided against the plaintiff on this second ground. The plaintiff appealed.

THE HOUSE (Lord LOREBURN, C., the Earl of HALSBURY, and Lords ASHBOURNE, ATKINSON, and SHAW OF DUNFERMLINE) held there was ample evidence to support the findings of the jury that there was negligence in not supplying a conductor to see the children safely in and out of this particular brake, which had been selected for that purpose by the school officer, but which appeared, in fact, to have been not very safe for the purpose. It was pleaded by the defendants that in fact the parents of the plaintiff took all risk, because the defendants were under no liability whatever to provide a vehicle at all for the conveyance of children living so near the schools as the Shrimptons did. But, having elected to provide a conveyance, the attendance officer certainly had authority to say which children should use it, and there was evidence here that he had sanctioned the Shrimpton children making regular use of it. They, therefore, were invited to ride, and the defendants could not escape liability by saying the plaintiff was a mere volunteer. Appeal was accordingly allowed with such costs there and below as were allowed in pauper cases.—COUNSEL, *Sir Frederick Lowe*, K.C., *Henlé*, and *Valentine Ball*, for the plaintiff; *Lord Robert Cecil*, K.C., *Danckwerts*, K.C., and *Barnard Lailey*, for the defendants. SOLICITORS, *Church, Prior, & Adams*, for *Matthew Arnold*, Watford; *J. N. Mason & Co.*, for *C. E. Longmore*, Hertford.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

BENNETT *v.* HOULDSWORTH. Joyce, J. 1st and 2nd Feb.

WILL—CONSTRUCTION—JOINT TENANCY OR TENANCY IN COMMON—WORDS OF SEVERANCE—POWERS OF ADVANCEMENT AND MAINTENANCE—"PRESUMPTIVELY ENTITLED."

A testator gave his residuary estate to trustees upon trust for A. for life, and on A.'s death to divide between and amongst the members of a class then living, and their issue per stirpes *if any of them should be*

then dead; and he gave his trustees powers of maintenance and advancement. The power of maintenance was a power, "during the minority of any legatee entitled" under the will, to apply to maintenance the whole or part of "the annual income to which any such infant legatee shall for the time being be actually or presumptively entitled." The power of advancement was a power, "from time to time during the minority of any male legatee" under the will, to apply to his advancement "all or any part of the capital to which such legatee shall be presumptively entitled for the time being." On a summons taken out after A.'s death,

Held, that the substitutional gift was restricted to children only of members of the class, and that (on the construction of the maintenance and advancement clauses) such children took as tenants in common.

By his will, dated in 1870, James Nicholson (among other provisions) devised and bequeathed his residuary real and personal estate to trustees upon trust to sell and convert the same, and, after making certain payments, to invest the residue and pay the income thereof to his daughter, Sarah Birch, for life, with certain remainders to her children and grandchildren. In default of such children or grandchildren who should acquire an absolute right to the actual possession and disposition of the residuary estate, the testator directed his trustees to hold the same as to £3,000 part thereof upon trust for William Birch absolutely, and continued: "and as to the remainder thereof upon trust to apportion and divide the same between and amongst all my said nephews and nieces and the said two children of my said late granddaughter, Ada Melladew, then living, share and share alike, and their respective issue, if any of them shall be then dead, the issue taking the parent's share only, and the said two children of my said late granddaughter taking one share only between them. I direct and declare that my said trustees or trustee for the time being shall during the minority of any legatee entitled under this my will have full power and authority to apply the whole or such part as they or he shall think fit of the annual income to which any such infant legatee shall for the time being be actually or presumptively entitled in or towards the maintenance, education and support or otherwise for the benefit of the same infant, and to accumulate" the unapplied surplus; "and also full power for my said trustees or trustee from time to time during the minority of any male legatee under this my will to apply all or any part of the capital to which such legatee shall be presumptively entitled for the time being in or towards the maintenance, advancement in life, or otherwise for the benefit of the same legatee." The testator died in 1871, and Sarah Birch received the income of the residue until her death. An administration suit was commenced in 1872 by a creditor of the estate, and on the death of Sarah Birch a summons was taken out in that action by two of the defendants for the determination (in effect) of the questions whether the "issue" of deceased nephews and nieces of the testator who took after Sarah Birch's death were to be restricted to children of deceased nephews and nieces, and whether the gifts to issue of nephews and nieces created tenancies in common or joint tenancies.

JOYCE, J., held that "issue" was limited to children, and continued: The children of nephews and nieces take between them as joint tenants, subject to the effect of the immediately succeeding clauses. On a former occasion, in *Re Woolley, Wormald* v. *Woolley* (1903, 2 Ch. 206), I expressed my view of whether particular expressions in a will created a joint tenancy or a tenancy in common, and I see no reason to alter my opinion. I may also refer to what Lord Hatherley (then Wood, V.C.) says in *Re Merricks' Trusts* (1866, 14 W. R. 473, L. R. 1 Eq., at p. 557). In an early case of *Gant* v. *Laurence* (1831, Wigh. 395; 12 R. R. 747) a bequest to A. and B., with a direction that B. should during his minority be maintained and educated out of the fund, and that if B. should wish to be put out apprentice a competent sum should be raised out of the fund as an apprentice-fee for the use of B., "and in part of the share" to which he would be entitled, was held to create a tenancy in common; and there is no doubt that (following that case), if there be a reference to the "share" of anyone, then a tenancy in common is created. The Court always strives, if possible, to hold that a gift does not create a joint tenancy. In *Lestrange* v. *Lestrange* (1902, 1 Ir. R. 372, 667) there was a power of advancement which necessarily applied to each of the objects of the gift, and it was held, both by the court below and also by the Court of Appeal, that a tenancy in common was created by reason of the power of advancement, although the word "share" did not occur. Now, the construction of the gift in this case being, as I have mentioned, subject to modification by the next two clauses, we have to consider them. They are maintenance and advancement clauses in very general terms. Now, on consideration of them, I do not see how I can say that the "issue" are not "legatees"; and, that being so, a gift out of the amount of income "to which any such infant legatee shall for the time being be actually or presumptively entitled" in or towards his maintenance involves severance, I think, just as much as if the testator had said that each child was to be maintained out of his share. Then it is true that the power of advancement is limited to "any part of the capital to which such legatee shall be presumptively entitled." "Presumptively" here may be not inaccurately used with reference to the share of an infant who will not take unless he attains twenty-one. Any one of these infants could not by himself sever until he attains twenty-one. The result is that both clauses apply to issue (that is, children) living at the death of Sarah Birch, and these children take as tenants in common.—COUNSEL for the trustees, *Tomlin*; for parties interested under the will, *Younger*, K.C., and *Marcy*; *Hughes*, K.C., and *Andrewes-Uthwatt*; *Austen-Cartmell*; *Ashton Cross*; *Owen Thompson*; *F. Baden Fuller*. SOLICITORS, *Pritchard, Englefield & Co.*, for *Earle, Sons & Co.*, Manchester; *Gribble, Oddie, Sinclair, Rowlatt & Johnson*; *Clinton & Co.*, for *H. P. Day & Jarvis*, Nottingham; *Lee, Ockerby & Everington*, for *J. & A. Bright*, Nottingham; *Pitman & Sons*, for *Chambers & Son*, Sheffield.

[Reported by H. F. CHETTLE, Barrister-at-Law.]

Re ROBINSON. MACLAREN *v.* THE PUBLIC TRUSTEE.

Warrington, J. 13th Feb.

TRUST—MISTAKE OF FACT—PAYMENT TO WRONG BENEFICIARY—RIGHT OF RECOVERY—LAPSE OF TIME—STATUTE OF LIMITATIONS (21 JAC. 1, C. 16).

The right of a cestui que trust *to recover a trust fund from another* cestui que trust, *to whom the fund has been wrongfully paid by the Trustee through a* bonâ fide *mistake of fact, of which all parties were ignorant, can be defeated by the Statute of Limitations* (21 *Jac.* 1, *c.* 16) *where the claim is in the nature of a claim for money, and not for a specific trust fund impressed with the trust.*

Harris *v.* Harris (29 *Beav.* 110) *explained.*

In this action the plaintiff, the legal personal representative of Robert Maclaren, claimed to be repaid by the Public Trustee, as the legal personal representative of Walter Robinson, certain moneys which had been wrongly paid to Walter Robinson by a trustee, and to which Robert Maclaren was alleged to be entitled. The facts relating to the trust fund were briefly as follows:—In 1675 Charles II. granted to trustees certain rent charges, and directed them to pay an annuity of £100 thereout to the widow of Richard Pendril for her life, and after her death to the heirs of the body of the said Richard Pendril. This annuity was granted for services rendered to his Majesty after the battle of Worcester. In 1857 in the events that had happened this annuity had become vested in Robert Maclaren and James Withington, being heirs of the body of Richard Pendril. By deeds they conveyed both moieties of the annuity to George Robinson in fee simple, purporting to bar the entail, and from that date the trustee for the time being paid the annuity to George Robinson, and subsequently to Walter Robinson, as assignees under the deeds. In 1900 the question was raised whether these deeds effectually barred the entail: if not, the share of Withington, who was supposed to be dead, would no longer be payable to the assignee. Accordingly, the trustee ceased to make payment; a suit was instituted, and in 1903 judgment given that the estate tail in the annuity could not be barred. Accordingly James Withington's moiety of the annuity was no longer payable to the assignee. It was ascertained that Withington died in 1874, leaving issue which failed in 1886, in the lifetime of Robert Maclaren. Withington's moiety therefore became payable to Maclaren in 1886. In fact, from 1886 to 1900, this moiety had been paid to Walter Robinson, the assignee, and it was the amount of these payments that the plaintiff sought to recover from the estate of Walter Robinson in the action. The defendant relied on the Statute of Limitations (21 Jac. 1, c. 16).

WARRINGTON, J., after reviewing the facts, continued: This action appears to be in reality a common law action for money paid and received by Walter Robinson for the use of the plaintiff. The plaintiff alleges that it is a case in which a trust fund has been paid by mistake by the trustee to the wrong *cestui que trust*, and submits that on authority there is no bar in a court of equity to the recovery of such money owing to the lapse of time. The defendant's contention is that money has been paid by mistake to the defendant, and if the mistake is one of fact, the payer could recover, but is barred after the lapse of six years by statute. The present claim is not by the person who made the payments, but by the person to whom the payments ought to have been made. There is some doubt if the latter could have maintained a common law action for money paid and received, but he could have maintained a suit in Chancery by making the trustee a party. Here he has not made the trustee a party. Now the plaintiff alleges a special principle of equity relating to the recovery by one *cestui que trust* of a trust fund from another *cestui que trust* to whom it has been wrongfully paid, and cites four cases. The effect of the first, *Livesey* v. *Livesey* (3 Russ. 287), is only that when a trustee is continuing to administer an estate, he may adjust accounts between the parties entitled. The second, *Dibbs* v. *Goren* (11 Beav. 483), is of the same nature, holding that where payments have been made by trustees in error, the persons to whom they have been made will be compelled to make restitution out of other interests to which they were entitled under the same will. Next, *Brooksbank* v. *Smith* (2 Y. & C. Ex. 58) holds that where there has been a mistake of fact, a *cestui que trust* must retransfer the trust fund which has improperly come into his hands. Lastly, there is *Harris* v. *Harris* (29 Beav. 110), which comes nearest to supporting the general proposition. In 1848 the defendant, Harris, was entitled under a settlement to £5,000 Consols, and the trustees transferred by mistake £5,000 sterling, selling £6,117 Consols to make up the amount. In 1860 a suit was instituted for various purposes connected with the trust, in which Romilly, M.R., declared that the defendant, Harris, was liable to make good £1,117 Consols, and made use of the following words, "a member of a family" (i.e., one of several *cestuis que trust*) "who has obtained possession of a trust fund may be compelled to repay it at any distance of time." He cites no case, nor does the plaintiff here cite any case where a mere money demand has been enforced in a court of equity after the lapse of time sufficient to bar a claim at common law. All that can be said on behalf of the plaintiff is that the words of the judgment are sufficiently wide to cover an order for the *cestui que trust* who has been overpaid to repay. Now I have caused the record to be fetched. Let us look

at the actual decree and order made in this suit. The defendant was held liable to refund £1,117 Consols, the proceeds of the sale whereof were received by him in excess of his rights under the settlement, and the interests of the defendant under the trusts of the settlement were liable to make good such amount. The order as actually drawn up embodies a compromise. Now it is obvious that all that *Harris* v. *Harris* decides is, that there was a right to have a specific fund made good out of the other interests of the defendant under the settlement. There is no order for the defendant to restore a fixed amount, as if it were a mere money demand. Now the cases of mistakes, made by trustees in the payment of trust funds, which can be remedied by the court, fall into three classes. First, where the court continues to administer the fund, it will adjust the rights of the parties entitled. Secondly, it will grant the right to follow trust funds actually remaining in the hands of persons to whom they have been wrongly paid. Thirdly, where trust funds or the proceeds thereof have been received by a person with the knowledge that they have been wrongly paid, in such case the recipient is a constructive trustee, and liable to repay the value of what he has received. This case can be brought under none of these three heads. And although this is possibly an action that could not have been maintained at common law, it is an action for money paid and received, and therefore, by analogy with the statute, a court of equity will apply the same period of limitation. The defence therefore succeeds, and this action must be dismissed.—Counsel, *W. M. Humphrey; Cave*, K.C., and *Sargant*. Solicitors, *Petch & Co.; W. M. Tilson*.

[Reported by R. C. Carrington, Barrister-at-Law.]

WHITEHEAD *v.* **WELLINGTON.** Warrington, J. 3rd and 7th Feb.

Copyright—Drawing—Infringement—Copy on Wood-Block—Registration—Fine Arts Copyright Act, 1862 (25 & 26 Vict. c. 68), ss. 1, 4.

The plaintiff was the owner of the copyright of a drawing, the principal features of which the defendant had copied on to a wood-block, so that in the reproductions printed therefrom the said features were transposed, and faced the opposite direction.

Held, that the block and reproductions printed therefrom were copies or colourable imitations and infringements of the copyright.

The plaintiff registered himself as co-owner of a copyright with V., who, in fact, had no interest in the copyright. Subsequently he registered himself as sole owner, but entered on the register an assignment to himself of all V.'s interest in the said copyright, whereas V. had in fact no interest.

Held, that the first registration was bad, but that the second was valid, and could sustain an action for infringement.

This was an action by the plaintiff to restrain the defendant from reproducing a drawing of which the plaintiff claimed to own the copyright. The plaintiff, who traded as the Bradford Printing Company, commenced business in 1907, and at that time contemplated entering into partnership with one Varley. Such partnership was, however, never entered into. In company with Varley, the plaintiff ordered and paid for a drawing of sheep and cattle, with the head of a steer in the corner, suitable for use on butchers' wrappers, bill-heads, etc., and permitted Varley's name to appear with his own in the transaction, on account of the proposed partnership. Subsequently the drawing was registered in the joint names of Varley and Whitehead. In 1908 the defendant sent a copy of the plaintiff's drawing to an engraver with an order for a wood block of cattle, etc., "not to appear a copy of the enclosed, please vary position of sheep, insert copyright." The engraver produced a block, on which certain features of the plaintiff's drawing were reproduced with slight alterations of position, and the principal feature, the steer's head, was copied, so that in the printed reproductions it faced the opposite direction to the original. This block the defendants used in the course of their business. On April 20th, the day before the issue of the writ in the action, the plaintiff caused a fresh entry to be made on the register, naming himself as owner of the copyright, and referring to an assignment by which Varley declared himself trustee of all his interest in the copyright for the plaintiff, and thereby assigned all his interest to the plaintiff.

Warrington, J., after reviewing the facts, said the steer's head on the defendant's block is manifestly copied line for line from the plaintiff's drawing. It has been urged that because in the prints from the block the head appears facing the opposite direction, it therefore does not resemble the plaintiff's drawing, and is not a copy, any more than the photograph of a person's left hand profile is a copy of a photograph of his right hand profile. In my opinion the defendant's block and prints are copies or colourable imitations of the plaintiff's drawing, and an infringement of his right. [His lordship read sections 1 and 4 of the Fine Arts Copyright Act, 1862 (25 & 26 Vict. c. 68), and proceeded:] The original registration is not a sufficient compliance with the Act, as the drawing was, in fact, executed for the plaintiff, and Varley had no interest whatsoever in the transaction, and was not in any sense owner of the copyright. No action therefore could be sustained by this registration. But as to the second registration, it is true that under the heading "assignment or agreement" there is set out the assignment of Varley's interest to Whitehead. Now, Varley had no interest in the drawing at all. But if there had been nothing at all in the "assignment or agreement" column in the register, the entry would certainly have been good, as containing correct statements. Is it bad because Whitehead thought Varley had an interest which in fact he had not, and has *ex abundanti cautela* obtained and recorded an assignment? This certainly does not invalidate the entry; there is clearly a right to sue in virtue of the second registration. There must be an injunction as asked for, and an order for the delivery of the block and any prints that may be in the defendant's possession.—Counsel, *Cave*, K.C., and *Sebastian; Stewart Smith*, K.C., and *C. Terrell*. Solicitors, *Wynne-Baxter & Keeble; E. H. Alexander*, for *Wellington & Clifford*, Gloucester.

[Reported by R. C. Carrington, Barrister-at-Law.]

High Court—King's Bench Division.

NEWMAN *v.* **OUGHTON.** Div. Court. 13th Feb.

Pawnbrokers—Lending Money on Bill of Sale—Isolated Transaction—Registration as Money-lenders—Money-lenders Act, 1900 (63 & 64 Vict. c. 51), s. 6 (a).

A pawnbroker lent a person £50 on a bill of sale. There being no other evidence that the pawnbroker had made any other advance of money outside his business as a pawnbroker, it was

Held that, there being only evidence of one single transaction of money-lending, the pawnbroker was not carrying on the business of a money-lender, and need not be registered under the Money-lenders Act, 1900.

Semble, *where a person merely carries on the business of pawnbroking (without violating the Acts relating to pawnbroking) he need not, on that account, be registered under the Money-lenders Act*, 1900, *even if he advances sums of more than* £10.

Reference by a master to the court. An execution creditor, having levied execution, the goods of the execution debtor were claimed by certain pawnbrokers under a bill of sale. An interpleader issue was directed to be tried before a master. At the hearing it appeared that the pawnbrokers had advanced £50 to the execution debtor, and that this bill of sale was given to them in respect of this advance. There was no evidence that the claimants, the pawnbrokers, had made any other advances of money outside their ordinary business as pawnbrokers. It was contended on behalf of the execution creditor that the claimants had carried on the business of money-lenders within the meaning of the Money-lenders Act, 1900, and that, as they were not registered as money-lenders pursuant to section 2 of the Act, the transaction was void. This point of law was referred to the court by the master. By section 6 of the Money-lenders Act, 1900, "The expression 'money-lender' in this Act shall include every person whose business is that of money-lending, or who advertises, or announces himself, or holds himself out in any way as carrying on that business; but shall not include (a) any pawnbroker in respect of business carried on by him in accordance with the provisions of the Acts for the time being in force in relation to pawnbrokers; or . . . ."

Ridley, J., having related the facts and read section 6 (a) of the Money-lenders Act, 1900, said: It has been decided that a "money-lender" within the meaning of the Act is a person carrying on the business of money-lending. The words of Lord Loreburn, L.C., in *Kirkwood* v. *Gadd* (1910, A. C. 422), although that case is concerned with section 2 of this Act, may be here quoted. He said: "What is carrying on business? It imports a series or repetition of acts. Each separate piece of business may consist of many stages and incidents, and the business as a whole comprises many separate pieces. This Act of Parliament cannot mean that every stage and every incident of every piece of the money-lending business is to be transacted at the registered office." No doubt these words are directed to the point of whether the money-lender in that case had carried on business at more places than one. But it clearly shows that the word business used in the Act should be interpreted in the sense in which it was interpreted by Mr. Justice Farwell in *Lichfield* v. *Dreyfus* (1906, 1 K. B. 584). We have it, therefore, that the expression money-lender in this Act refers to a person carrying on the business of money-lending. I think that section 6 (a) of the Money-lenders Act, 1900, means that pawnbroking as a business is not to be included in the term money-lending, and that the intention of the Legislature was that persons merely carrying on the business of pawnbroking should not be compelled to register themselves as money-lenders. But there may be persons who break the provisions of the Pawnbrokers Act, and in my opinion the proper way to read the words of this section is that they mean that a pawnbroker carrying on his business without violating the provisions of the Act in relation to pawnbrokers, need not be registered; but that a pawnbroker who carries on his business in such a way as to violate those provisions may bring himself within the provisions of this Act as to registration. The limit of the exemption under the section is not confined to advances by pawnbrokers not exceeding £10; but extends to all pawnbroking which is not in violation of the Pawnbrokers Act; for that Act is not violated merely because more than £10 is advanced. Whether that is so or not, in this case there is only evidence as to one transaction, this loan of money of £50 on the security of a bill of sale. That being so, the case comes within the words used in the judgments in *Kirkwood* v. *Gadd* (*ubi supra*), and consequently it cannot be said that these claimants were money-lenders within the meaning of the Act, that is, were carrying on the business of money-lenders, because they carried out this one transaction, and, as far as we know, this one transaction only. I base my decision upon this point

only, but as the matter has been dealt with in argument I have also expressed my view as to the meaning of this sub-section.

AVORY, J., delivered judgment to the same effect.—COUNSEL, for the execution creditor, *Frank Dodd*; for the claimants, *F. Watt*. SOLICITORS, *Wilding Jones*; *A. Wintle*.

[Reported by C. G. MORAN, Barrister-at-Law.]

Court of Criminal Appeal.

REX *v.* **GOODSPEED.** 13th Feb.

CRIMINAL LAW—PRISONER INDICTED FOR BURGLARY AND FOR RECEIVING—VERDICT OF GUILTY AS ACCESSORY BEFORE THE FACT AND OF RECEIVING—SUFFICIENCY OF VERDICT.

Where a man is indicted for burglary, with a second count in the indictment for receiving, and the jury find him guilty of being an accessory before the fact to the burglary and of receiving, the verdict will stand.

Rex *v.* Hughes (1860, *Bell's Crown Cases*, 242) *followed.*

In this case the appellant had been indicted for burglary. There was also a charge in the indictment of receiving the proceeds of the burglary, well knowing that they were stolen. The jury convicted the appellant as an accessory before the fact to the burglary and also of receiving. On appeal, counsel for the appellant took, amongst other points not dealt with by this report, the point that the verdict was inconsistent and could not stand, and he quoted *Rex* v. *Coggins* (1873, 12 Cox C. C., at p. 517). Counsel for the Crown cited *Rex* v. *Hughes* (1860, Bell's Crown Cases, 242).

COLERIDGE, J., in the course of delivering the judgment of THE COURT [Lord ALVERSTONE, C.J., and COLERIDGE and HAMILTON, J.J.] said: The jury found the prisoner guilty of being an accessory before the fact to the burglary and of receiving the property well knowing that it was stolen. That the verdict in form can stand is proved by the decision of *Rex* v. *Hughes* (1860, Bell's Crown Cases, 242), where it was held that on the same indictment a prisoner can be found guilty as an accessory before the fact to stealing and also for receiving the stolen goods, well knowing that they were stolen. There was no count here against the appellant for being an accessory before the fact, but that is immaterial, as by 24 & 25 Vict., c. 94, a person can be found guilty as an accessory before the fact when indicted as a principal. Now, was there evidence on which the jury could convict the appellant of being an accessory before the fact? In our opinion there clearly was. (The learned judge then proceeded to deal with this point.) The appeal must be dismissed.—COUNSEL, for the appellant, *A. S. Carr*; for the Crown, *H. S. Wright*. SOLICITORS, *The Registrar of the Court of Criminal Appeal; the Director of Public Prosecutions.*

[Reported by C. G. MORAN, Barrister-at-Law.]

REX *v.* **CAMPBELL.** 13th Feb.

CRIMINAL LAW—INFORMATION TO COURT AS TO PRISONER'S CONDITION AND ANTECEDENTS AFTER CONVICTION—PROCEDURE—DUTY OF JUDGE.

Per Lord Alverstone, C.J.: *After the conviction of a prisoner there should be given to the judge by the police accurate information as to the prisoner's condition and antecedents, even although legal proof as to the whole of the information may not be available at the moment after conviction. Where the prisoner does not challenge this information the judge can consider it, but where the prisoner challenges any statement and says it is untrue, it is the duty of the judge to inquire into its accuracy, and if the judge considers the matter of such importance that it ought to be proved by legal evidence, to adjourn the case for that purpose, or the judge may properly adopt the course of disregarding altogether the statement that has been challenged.*

This was an application for leave to appeal against a conviction for false pretences.

Lord ALVERSTONE, C.J., in the course of giving the judgment of THE COURT (Lord ALVERSTONE, C.J., COLERIDGE and HAMILTON, JJ.), refusing leave to appeal, said: The learned counsel for the appellant has asked us to express an opinion as to the proper practice when police officers after a prisoner has been convicted make a statement to the judge as to the prisoner's antecedents. The actual practice it is said is often objectionable on the ground that much of what is stated is mere hearsay. This matter has been under the consideration of His Majesty's judges and of the Home Office, and so I will take this opportunity of saying that for many years it has been the practice after the conviction of a prisoner for some responsible officer of the police to give to the judge all the information that has been obtained regarding the prisoner. Often legal proof of all such information cannot be obtained without great expense. On some circuits, and particularly on the Northern circuit, this practice has long been well known and acted on; on other circuits the practice was not so well known. Accordingly some time ago I gave instructions that so far as was possible on every circuit there should be given to the judge accurate information as to the condition and antecedents of each prisoner, even although legal proof as to the whole of the information might not be available at the moment after conviction. Indeed, so well known has this practice become that we find the following words in section 10 (5) of the Prevention of Crime Act, 1908: "Without prejudice to any right of the accused to tender evidence as to his character and repute, evidence of character and repute may, if the court thinks fit, be admitted as evidence on the question whether the accused is or is not leading persistently a dishonest or criminal life." This provision attaches to the procedure under this section of the Act of 1908 the practice to which I have referred. No doubt police constables when giving this information after conviction sometimes say more than they ought; but there is not the slightest evidence of anything of that kind having occurred in this case. When, however, a statement is made after conviction about a prisoner, and the prisoner does not admit its truth, he can at once inform the court of that fact, and this of course is so when the prisoner is represented by counsel. If a prisoner challenges such a statement and says it is untrue, it is the duty of the judge to inquire into it, and if the judge considers the matter of such importance that it ought to be proved by legal evidence he can if necessary adjourn the case for that purpose, or the judge may adopt a course very frequently adopted, and rightly adopted, of disregarding altogether the statement that has been challenged. Where, however, the prisoner does not challenge the statements of the police, the judge can properly consider them. As for this application it must be refused.—COUNSEL, for the applicant, *Roome*. SOLICITORS, *Arthur Newton & Co.*

[Reported by C. G. MORAN, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

In the Estate of **C. CRIPPEN, Deceased.** Evans, P. 30th Jan.; 6th and 13th Feb.

PROBATE—ESTATE OF MURDERED WIFE—GRANT OF LETTERS OF ADMINISTRATION—HUSBAND'S REPRESENTATIVE PASSED OVER—COURT OF PROBATE ACT (20 & 21 VICT. C. 77, S. 73)—RIGHTS OF CONVICTED FELON—COPY OF CONVICTION—ADMISSIBILITY.

Where a man, convicted of the wilful murder of his wife, had appointed a person his executrix and universal legatee, who claimed to administer the murdered wife's estate, and as legatee to be entitled to the property of the murdered wife, the court passed over and declined to appoint the executrix administrator of the deceased woman's estate.

A copy of the conviction of a felon is admissible in evidence, not merely as proof of the conviction, but also as presumptive proof of the commission of the crime.

Application on behalf of Theresa Hunn, sister of the late Cunigunda, otherwise Cora, Crippen, that letters of administration should be granted to her attorney, Mr. Seyd, for her use and benefit, passing over the personal representative of the late Hawley Harvey Crippen, husband of the deceased. One adjournment of the hearing took place in order that a copy should be put in of H. H. Crippen's conviction at the Old Bailey before Lord Alverstone, C.J., for the murder of his wife. The facts and arguments of counsel sufficiently appear from the reserved judgment.

Feb. 13.—EVANS, P.—By this motion an application is made for a grant of letters of administration of the estate of Cunigunda (otherwise Cora) Crippen, deceased, to the attorney of her sister, Mrs. Hunn. The deceased met with her death on the 1st of February, 1910. She died intestate, leaving her husband, Hawley Harvey Crippen (now deceased), surviving her. He made a will, dated the 8th November, 1910, appointing Ethel Le Neve his executrix, and universal legatee. This executrix opposes the application which is now being made, and claims that the grant of letters of administration should be made to her as the personal representative of the said Hawley Harvey Crippen, deceased. The circumstances can be shortly stated under a few dates. On the 22nd of October, 1910, the said Hawley Harvey Crippen, upon an indictment, charging him with the wilful murder of his wife, the deceased intestate, was found guilty, and was sentenced to death. He appealed to the Court of Criminal Appeal, and on the 5th of November, 1910, his appeal was dismissed, and the verdict and sentence were affirmed. Three days after, on the 8th of November, 1910, he made his will, appointing Ethel Le Neve executrix and universal legatee. On the 23rd of November, 1910, the sentence of death was carried out, and he was duly executed for the murder of his said wife. By section 73 of the Court of Probate Act, 1857, this court has a discretion (which, of course, must be judicially exercised), by reason of special circumstances, to appoint such person as the court shall think fit to be administrator of the personal estate of a deceased intestate in lieu of the person who would otherwise be by law entitled to the grant of administration. In the present case a man who has been convicted of the wilful murder of his wife has appointed a person his executrix and universal legatee, who claims, as executrix, to administer the murdered wife's estate, and as legatee to be entitled to the murdered wife's property. These are surely "special circumstances." I, therefore, pass over and decline to appoint the executrix; and I appoint the applicant, as attorney of the deceased woman's sister, to be administrator of the deceased woman's estate on the sister's behalf. If I am right in this exercise of the discretion of the court, nothing remains which it is necessary for me to decide upon this motion. But it was argued before me on behalf of the executrix, Ethel Le Neve, that I was bound to give her the grant of administration because the conviction of her testator not only did not prove that he was guilty of the murder, but that it could not be admissible at all against him

as evidence of the commission of the crime. It is clear that the law is that no person can obtain or enforce any rights resulting to him from his own crime; neither can his representative, claiming under him, obtain or enforce any such rights: *Cleaver* v. *Mutual Association Fund Life, &c.* (40 W. R. 230; 1892, 1 Q. B. 147). The human mind revolts at the very idea that any other doctrine could be possible in our system of jurisprudence. If it should be determined that I ought to decide the points raised in argument before exercising my discretion, I will shortly state my views upon them. The proposition argued was, that a judgment of conviction in a criminal prosecution like the one in question cannot be received in a civil action or matter as any evidence to establish the truth of the facts on which it was rendered, and is not admissible at all for that purpose. The case of *Yates* v. *Kyffin-Taylor and Wark* (W. N., 1899, p. 141) was cited. This was a decision of the Vice-Chancellor of the County Palatine of Lancaster. I cannot find that this case was carried to the Court of Appeal. Unless it was affirmed on appeal, it is not binding on this court. A passage from the judgment of Bramwell, L.J., in *Leyman* v. *Latimer* (26 W. R. 305; 3 Ex. Div. 352) was relied on. It runs thus: "It is plain from the numerous authorities in Taylor on Evidence, Part 3, ch. iv., par. 1693 (7th edition), that a conviction for felony is *res inter alios acta*, and of itself is no evidence in any civil proceeding that the person convicted has committed a felony." The decision in the case did not rest upon this ground, and the case is not referred to at all in any of the subsequent editions of Taylor on Evidence, nor in the notes to the leading case of *The Duchess of Kingston's case* in Smith's Leading Cases. With great deference to the high authority of Lord Bramwell, I venture to doubt whether the authorities cited support his proposition. [His lordship read a long list of authorities decided between 1717 and 1852, and continued:] Many of these were decided (others followed the decisions) on narrow and special grounds when the laws of evidence were very different from what they now are; *e.g.*, on the ground that to admit the conviction as evidence where it had been obtained wholly or partly on the information or evidence of a party who was afterwards interested in the civil case, would be to allow the party in the civil case to swear in his own cause, in breach of the rule then in force, which Sir John Nicholl (in one of the cases cited) described as "That salutary maxim which prohibits parties to suits from giving evidence for themselves." Reliance was also placed in a passage in the opinion of the judges (*per* Blackburn, J.) to the House of Lords in *Castrique* v. *Imrie* (19 W. R. 1; L. R. 4 H. L. 414), which is as follows:—"A judgment in an English court is not conclusive as to anything but the point decided, and therefore a judgment of conviction on an indictment for forging a bill of exchange, though conclusive as to the prisoner being a convicted felon, is not only not conclusive, but is not even admissible evidence of the forgery in an action on the bill, though the conviction must have proceeded on the ground that the bill was forged." The decision in that case was upon a wholly different question. The passage referred to is an illustration of a case where a conviction, being "*res inter alios acta*," might be properly excluded; *e.g.*, it may well be that in an action by A. against B. on a bill of exchange, a conviction of C. for forgery of the bill would not be admissible in evidence. In my opinion, the question raised before me, or the question which might arise in this very matter in another court, is a different one. Here the representative of a convicted felon claims to be entitled to administration of an estate because she claims to be entitled to the estate itself, the only claim to the estate being one which results from the felon's crime. In another court she might bring an action to recover the estate from the administrator whom I now appoint. It is exactly the same as the case of the felon himself making the claim, or bringing the action. Is the fact of his conviction not evidence against him? Is it right to treat it as "*res inter alios acta*," and to say it is not admissible at all in a civil action brought by him? The complete maxim is "*Res inter alios acta alteri nocere non debet.*" There is no question of "*alteri nocere*" here. I think, rather, that the matter should be decided upon the following principle, which was laid down by the judges in *The Duchess of Kingston's case* (2 Smith L. C., 10th ed., pp. 713-714): "As a general principle, a transaction between two parties, in judicial proceedings, ought not to be binding upon a third; for it would be unjust to bind any person who could not be admitted to make a defence, or to examine witnesses, or to appeal from a judgment he might think erroneous; and, therefore, the depositions of witnesses in another cause in proof of a fact, the verdict of a jury finding the fact, and the judgment of the court upon facts found, although evidence against the parties, and all claiming under them are not, in general, to be used to the prejudice of strangers. There are some exceptions to this general rule, founded upon particular reasons, but, not being applicable to the present subject, it is unnecessary to state them." In the present day a person before he can be convicted is "admitted to make a defence, and to examine witnesses, and to appeal from a judgment he might think erroneous," and, it may be added, to give evidence in his own behalf. In these circumstances, I think the maxim, "*Omnia presumuntur rite esse acta*," ought to apply. In some cases—namely, in the case of a finding of a jury acting pursuant to a Commission in Lunacy—the presumption of law is that the verdict of the jury was well founded: *vide, Prinsep* v. *East India Co.* (10 Moo. P. C., p. 244). I am aware that in this case the state of mind, and not the commission of a particular act, is in question, but I see no reason why the analogy should not be followed in a criminal case. It does not mean that the evidence need be or is conclusive. If it be that the rules of evidence ever were or are as contended for the executrix in this regard, I think in the circumstances attending trials for crimes in these days, they ought to be reconsidered and revised. In my opinion, where a convicted felon, or the personal representative of a convicted murderer who has been executed, brings any civil proceeding to establish claims, or to enforce rights, which result to the felon or to the convicted testator from his own crime, the conviction is admissible in evidence, not merely as proof of the conviction, but also as presumptive proof of the commission of the crime.—COUNSEL, *W. Willis; Grazebrook.* SOLICITORS, *Roberts, Seyd, & Co.; Hopwood & Sons.*

[Reported by DIGBY COTES-PREEDY, Barrister-at-Law.]

Societies.

The General Council of the Bar.

The following twenty-four gentlemen have been elected Members of the General Council of the Bar: Mr. J. G. Butcher, K.C., M.P., Mr. J. Alderson Foote, K.C., Mr. J. F. P. Rawlinson, K.C., M.P., Mr. T. R. Hughes, K.C., Mr. R. F. Norton, K.C., Mr. F. H. Mellor, K.C., Mr. Lancelot Sanderson, K.C., M.P., Mr. F. R. Y. Radcliffe, K.C., Mr. E. A. Mitchell-Innes, K.C., Mr. Edward Shortt, K.C., M.P., Mr. Edward Beaumont, Mr. H. D. Bonsey, Mr. C. H. Sargant, Mr. R. G. Seton, Mr. S. A. T. Rowlatt, Mr. J. Bruce Williamson, Mr. J. Austen Cartmell, Mr. Theobald Mathew, Mr. H. A. McCardie, Mr. Rigby Swift, M.P., Mr. J. Forder Lampard, Mr. E. H. Tindal Atkinson, Mr. W. E. Tyldesley Jones, and Mr. Geoffrey Lawrence.

The Wolverhampton Law Society.

The annual meeting of the Wolverhampton Law Society was held on the 10th inst. at the Law Library, when the following officers were appointed for the year: President, Mr. R. Dallow; vice-president, Mr. T. F. Waterhouse; honorary treasurer, Mr. H. Taylor; honorary secretary, Mr. F. A. Stirk; honorary auditors, Messrs. S. W. Page and A. Skardon Wearing.

Messrs. R. Tildesley, C. N. Wright, A. C. Skidmore, E. L. Feibusch, and F. R. W. Hayward were elected to fill vacancies on the council.

The Report of the Royal Commission on the Land Transfer Acts.

This report, which occupies 56 foolscap pages, commences in Chapter I. with preliminary matters relative to the proceedings of the Commissioners.

Chapter II. is descriptive and historical, relative to the various measures for the registration of title to land, and report of previous Commissions.

Chapter III. relates to the working of the Land Transfer Acts.

In Chapter IV. we come to the recommendations for amendment of the existing system.

A.—FIRST REGISTRATION WITH ABSOLUTE TITLE.

(1) *Position of Registered Proprietor.*—57. We think that some doubts which have arisen as to the position of a first registered proprietor with absolute title as regards defects in the title prior to his registration should be cleared up. It appears to be open to question whether, having regard to sections 95 and 96 of the principal Act, a first registered proprietor, although registered with absolute title, could not be ousted by an adverse claimant, who could prove that if registration had not intervened he would be entitled to the land registered—in other words, by a claimant under the title prior to registration. It is clear from section 30 of the principal Act that a transferee for value with absolute title takes clear of all defects in the title prior to first registration, and therefore, if the correct view is that the first proprietor is liable to be ousted as suggested, the transferee is in a far better position than his transferor. The registrar has in his evidence given some colour to this view, and he has further suggested that, if compensation should become payable to any claimant under the prior title, who, by reason of the unassailable position of a transferee, would be deprived of the land, the first registered proprietor would be liable to make good the amount of the compensation to the insurance fund. As the questions thus raised may come before the courts for determination, we think it undesirable to express any opinion upon them. In our opinion, however, the title of a first registered proprietor with absolute title, and of a transferee from him otherwise than for value, should be subject to all rights created by himself prior to registration (see section 7 (3) of the principal Act); but, except in this respect the title of a proprietor registered with absolute title, whether he be the first registered proprietor or a transferee either for value or not, should not be assailable in consequence of any defects in the earlier title, and all doubts on the subject should be removed by the necessary amendments of the Acts. If the opposite views to which we have referred were to prevail, the position of a first proprietor registered with absolute title would not be what is, in our opinion, imported by that designation. The first proprietor would not have an absolute title himself, but would

only have a power to give such a title to a transferee or perhaps other persons dealing with him for value; and we think that it is preferable that such a distinction, if it now exists, should be abolished, *provided*, of course, that provisions are made (as recommended later in this Report) for rectification of the register as against the first registered proprietor, and as to his liability in respect of compensation in proper cases. What we have said as to the position of proprietors registered with absolute title applies equally to the cases of those registered with "good leasehold" title, and the amendments recommended should extend to those cases.

(2) *Investigation of Title.*—58. The Act of 1862 required a very rigorous investigation of title prior to registration with indefeasible title. This was to be conducted by the registrar and examiners of title; and no title could be accepted which did not appear to be such as a Court of Equity could force on an unwilling purchaser (section 5), and this involved the production of at least a sixty-years' title, the length then required on an open contract. The Act of 1875 shows an evident change in the direction of leniency—*see* section 17 (3), giving authority for the waiver of objections which the registrar thinks would not affect the holding of the property. But, except so far as this authority goes, the Act seems to require a complete investigation by the registrar; and the opinion of the conveyancing counsel called as witnesses before us is to the effect that forty years' title, the length to which the title on open contracts was reduced by the Vendor and Purchaser Act, 1874, was required. This was cut into by the Rules of 1903 (R. 36) and again in those of 1908 (R. 27). Further, for some time the registrar has in fact been accepting short titles and relaxing the strictness of investigation; a course which receives considerable justification from the somewhat vague provisions of rule 27, authorising the registrar in certain cases to modify his examination of the title. In this matter considerable latitude must be given to the registrar so as to enable him to waive objections which in daily practice are waived by willing purchasers, and to accept titles of a length and quality such as are now accepted as sufficient by experienced practitioners; for, in fact, the general practice in the matter of investigation of title has materially altered since the Act of 1875 was passed. Titles extending back to anything like forty years are hardly ever conceded on contracts for sale or insisted upon on mortgages.

(3) *Length of Title to be Required.*—59. If registration with absolute title confers such a title as we have described, it is a title which no purchaser or mortgagee of unregistered land can ever obtain, however far back the investigation of title is carried. In the case of unregistered land it is impossible to make sure that some remainders, reversions, or executory interests, created ever so long ago, may not now take effect, as, for example, when property held under a long lease is, in error, treated for years as freehold and eviction takes place on the expiration of the lease. But these cases are the rarest exceptions, and only illustrate the defects in the theory of investigation of title in ordinary cases. The truth is that, in by far the larger number of cases, investigation of title to any serious extent is more necessary in view of future dealings, than for actual security of holding; and for this purpose prudent purchasers and mortgagees look to obtaining titles of sufficient length and perfection to enable sales and mortgages to be carried out easily in the future. The State, in giving absolute titles, can disregard all considerations about future dealings, and assuming that absolute title rules out all prior estates, and that the persons ruled out are to have compensation, we have only to inquire how far we must go in investigation in order (1) not to cause hardship on those (if any) who are ruled out, and (2) to guard against bad titles being deliberately brought in and too easily accepted—which alone could involve any serious question of compensation. The possibility of hardship to the "ruled out" ought not, in our opinion, to stand in the way of a reduction in the length of title required, if such reduction is for the general good. The only real hardship that can arise is in a case where a party ruled out is excluded from the possession or enjoyment of special property such as the residential part of a family estate, which he would otherwise be entitled to. For in this case compensation in money may be an insufficient substitute for the property itself. In other cases it is, we submit, sufficient. But suppose a purchaser has been in enjoyment of the property for twenty years, is it not more unjust to turn him out in consequence of some old gift over or similar limitation than to exclude the remainderman? It is material to observe that the rights of remaindermen and similar claimants have been much altered by the Settled Land Acts. The property, with the exception of the principal mansion house and lands occupied therewith may be sold by a tenant for life without any external control—and in most cases there is a person in that position—and the remainderman may ultimately succeed only to the proceeds of sale or some substituted property, and not the original settled property. We have seen from the evidence before us that in spite of short titles cases hardly ever occur of a purchaser or mortgagee being evicted, or losing his security, owing to a defect in the earlier title. We think, therefore, that the length of title required to be shewn for registration with absolute title should now be reduced from forty to twenty years, commencing in every case with a conveyance on sale or other good root of title, and that a less period should be accepted in the case of property bought under an order of the court at any time less than twenty years before registration; and that a similar change should also be introduced into the general law as between vendor and purchaser. Within the period thus fixed the investigation should be strict, subject to what we have said above as to the discretion of the registrar in waiving objections. Provisions corresponding with the above recommendations should be made with regard to the length of title required to be shewn for a "good leasehold" title.

(4) *Acceptance of Counsel's and Solicitors' Certificates.*—60. We have given much consideration to the question how far it would be possible for the registrar, by reliance on the work done by the solicitor and counsel for the parties, to be relieved of the responsibility of deciding whether absolute title should be granted on an application for registration after purchase. At present he considers that it is within his discretion to rely in some cases on the advice of counsel for the parties instead of investigating a title for himself. This should be definitely authorized by the Rules; and we think that as a general rule his discretion might be safely exercised on the following conditions being fulfilled:—The property should be situate in a compulsory district; and the application should be accompanied by a certificate from a conveyancing counsel in the form of answers to questions sent from the office, that he has examined the title laid before him by a solicitor on behalf of the applicant on a recent purchase, that it goes back to a root of proper date and character, and is a title, the holding under which will, in his opinion, not be disturbed; and further, by a certificate by the solicitor or his clerk (to whose competency the solicitor should testify), also in the form of answers to questions sent from the office, that he has carefully examined and compared the abstract with the deeds and documents purported to be abstracted (*if not with all*, qualifying the certificate accordingly), and that the abstract is a true and correct abstract of the deeds and documents, so far as the same relate to the land the subject of the application. In the case of properties above £10,000 in value, the counsel's certificate should be given by one of the counsel on the list of examiners of title appointed under the rules; and we think that that list should be increased by the addition of a large number of counsel with substantial experience of conveyancing. Local enquiry should then be made to ensure that the purchase is a genuine one, the usual searches should be made, and the usual advertisements issued, except where the circumstances or the opinion of counsel show that the case comes under one of the exceptions specified in No. 30 of the Land Transfer Rules; and thereupon, unless the registrar should see good reason to the contrary, which he should be compelled to state if required by the applicant, the property should be registered with absolute title.

B.—Ripening of Possessory into Absolute Title.

(1) *Freeholds.*—61. Thus far our proposals have been intended to further the grant of absolute titles at the time of first registration, and it remains to be considered what can be done to facilitate the ripening of possessory into absolute titles where the requirements necessary for the grant of absolute title were not at that time complied with. If this should be only due to the fact that the length of time accepted on the purchase was not up to standard, it could be dealt with by noting the fact on the register, with a statement that the title of the registered proprietor would automatically become absolute when the necessary time had run out, without any disturbance of or interference with the possessory title having occurred. He would thus be in a better position in consequence of registration. There is a greater difficulty in those cases in which the failure to reach the standard of absolute title is due to some other defect. In such a case an applicant might be injured by compulsory registration; for if the defect were entered on the register, it would affect the title for all time, although perhaps not of such a nature as to require its disclosure on subsequent dealings, or interfere with the proprietor's possession. This would, to some extent, be obviated if nothing was entered on the register, except by request of the proprietor, which could disclose the reason why no more than a possessory title had been given. It is possible that in some cases a proprietor would desire an entry such as is now known by the name of a qualified title, so that the objections might be known, which, when removed, would enable an absolute title to be given, or which he might specially guard against by appropriate conditions when he attempted to sell, and for this reason we think qualified titles should be retained. But the real difficulty in such a case is that it may be a very long time before the statute of limitations can cure the defect, and that, as the law now stands, until they are cured absolute title cannot be given. We think that the period necessary to cure such defects should be very considerably shortened; and with this object we have carefully considered Mr. Pollock's suggestion that after a period of probation, which we think ought not to be less than twelve, or more than twenty, years, including evidence of possession, a possessory title, registered in a compulsory area, whether after a purchase or not, might ripen, after a month's local publication or notice in the London Gazette, if no objection to it had been made, into an absolute title to the first transferee for value after that date, in cases not exceeding £10,000 in value. Provided this was confined to a compulsory area, so that there could be no selection of defective titles for registration, we think that, on the principle of insurance, the State might safely undertake this risk up to the value named; and that if in course of time the experiment proved successful, the scheme might be extended to all cases, however high the value.

(2) *Leaseholds.*—62. The present system of registration applies not only to freeholds, but also to leaseholds for lives or with more than twenty-one years to run: and registration is compulsory in the county of London on the grant or sale of leases for lives of which two are yet to fall in, or with more than forty years to run. Owing to the prevalence of building leases in the county of London the registration of leaseholds has become of special importance in that area, where 96,000 leases have been registered, of which 25,000 have been granted since 1899. It is, therefore, very desirable, if possible, that leaseholders should derive, in proportion to their interest, as much advan-

tage from registration as freeholders. But there are two marked differences between the effect of registration on the position of a leaseholder and on the position of a freeholder, both to the *dis*advantage of the former. In the first place, with regard to a freehold, lapse of time after the date of registration during which no dealings with the property take place does not diminish the benefit that may ultimately be derived on subsequent transactions. In other words, the advantage is attached to the inheritance, and remains with it in perpetuity. In the case of leaseholds, any advantage gained through registration is terminable, and diminishes as the term approaches its end. As the term dwindles below the period of forty years, transactions by way of mortgage in ordinary cases become increasingly rare, and transactions by way of sale also diminish in number. At the same time, if the registration be possessory, it is only after numerous dealings that the benefit of registration is in any way felt. To remedy this disadvantage we propose that registration of leaseholds with possessory title in a compulsory area should after the lapse of ten years from registration, if the title to the lease has not been questioned, confer upon the registered proprietor a "good leasehold" title, or in other words, give an absolute indefeasible title against all claimants to the term. Thus future investigation of all dealings that occurred prior to registration will be avoided, and as registration with possessory leasehold title often occurs only after many transactions and during the later period of the term this benefit will attach to that class of registration which derives the least gain from the present system. 63. There is, however, another matter of even greater importance to be considered. An intending lessee is not, in the absence of special contract, entitled to investigate the title of his lessor, and therefore in a large majority of applications to register a leasehold the title of the lessor cannot be examined at all. It is in such cases only possible to register the leaseholder with "good leasehold" title. Such registration, whilst it gives a good title to the lease itself, does not make the lease valid if invalidly granted. But cases may arise where a person (1) having no title or no power purports to grant a lease, or (2) having power to grant a lease for a limited term grants one in excess of that term, or (3) having the powers of a tenant for life, and purporting to grant a lease under statutory or other power, acts in fraud of the power or without strictly observing the prescribed conditions—*e.g.*, by leasing at less than the best rent or taking a bonus for himself. In such cases the leaseholder may lose, wholly or in part, the benefit not only of his lease, but also of any expenditure he has incurred in building or otherwise on the faith of it. We recognise that there is a special difficulty in dealing with this matter: for the person injured, whether as owner or reversioner, by the grant of an invalid lease may have had no means of knowing that such a lease was ever granted; and the registrar, not having the title of the lessor before him, has no means of judging of the validity of the lease. But in the case of a lessee any injury to an owner or reversioner could be more easily compensated by money than the injury to an owner or reversioner of a family estate if "ruled out" under our proposals in paragraph 61: and we think that, on the principle of insurance, the State may safely take the risk, to a limited extent, of compensation for such injury, in order to ensure to lessees the full benefit they should derive from the system of registration. We, therefore, recommend that in a compulsory area a "good leasehold" title to land, where the value of the lease does not exceed £1,000, should at the end of ten years from the date of registration confer upon the registered proprietor of the lease an absolute title to the term against all persons interested in the property, whether registered or not. Evidence of continuous possession during the ten years without objection should be required, and a month's previous local publication or notice in the *London Gazette*. The effect of this would be the same as that resulting from the operation of section 13 of the Act of 1875 and rule 55 in the case of a first proprietor of leasehold land with an absolute title. If an action should be brought at any time within the period of ten years by any person claiming to set aside the lease or to declare that the term actually passing under it was valid only for a period less than that *nominally* granted, the claim in the action should not be affected by the expiration of the period of ten years. All parties injured should be entitled to resort to the compensation fund subject to all proper objections, and their rights against the lessor should be preserved. Any amount recovered by the enforcement of these rights should be available to recoup the fund (Act of 1897, section 7, sub-section 6).

We must leave the remainder of the recommendations contained in this chapter down to section K to be printed hereafter.

Section K relates to compulsion, and as to this the Commissioners say:

95. From the commencement of our inquiry our attention has been directed to the question of extending compulsory registration of title beyond the County of London. The registrar referred us to section 118 of the Act of 1875, which empowered the Lord Chancellor, with the concurrence of the Treasury, to create district registries, and appoint district registrars, assistant registrars, and the necessary staff for each; and proposed that this principle should be carried out by the establishment of a comparatively small number of local centres throughout the country, each having a large number of branches. The local centres would contain the registers and records; and in each would be a staff of highly trained men. The branch offices could be established wherever there was a registry of the county court, so as to be within ten or fifteen miles of every landowner; they would be largely worked by men having other official or professional employment, and would give general information, take in all applications, see that they were *primâ facie* correct, and send them immediately to the local centre to be fully dealt with there. It was suggested that, if necessary, the district registrar might travel on circuit within his district; and that communication might be so facilitated by the telephone that there need be no greater delay in dealing with applications in any country district than there is now in dealing with London applications at the head office. The registrar estimated that the cost of such an establishment would be from £300,000 to £400,000 a year; and suggested that the "cheapest, quickest and best" way to bring registration of title completely into effect would be to compel the registration of title to all land at once, district by district, without any charge to the landowners for fees, and apart from any transactions of sale; land registered with a possessory title to ripen into an absolute title in five years. Whatever the advantages of such a proposal, we feel that the alarm which it would cause to landowners generally, and the cost which, as a rule, would be imposed on them by the employment of solicitors to prove their titles, are objections to it which could only be overborne by a really strong public feeling in favour of the compulsory registration of title; and we have been unable to find proof of the existence of any such feeling in the country. But, apart from this, the system as it stands is, in our judgment, imperfect; and we cannot recommend the compulsory extension of an imperfect system. We think that it should first be amended in the manner we have proposed, and that if, after sufficient experience, the amended system is found to work satisfactorily within the present compulsory area of the County of London, a Bill for the gradual extension of compulsion on sales to the rest of the country by the establishment of local centres and branches in the manner suggested by the registrar should then be considered by Parliament. In our opinion, this is a national, rather than a local question; and therefore in any such Bill sub-sections 6 and 8 of section 20 of the Act of 1897, by which county councils were enabled to put a veto on the extension of compulsory registration of title, and the Privy Council was prohibited from making further orders for its extension, except at the desire of a county council, would have to be reconsidered. It is quite possible that by that time recent legislation relating to land may have had much effect in removing the objections to registration of title arising from its expense to landowners, and may even enable it to be extended more rapidly than is possible under the present rule of compelling registration only on sales. Since we closed the evidence, the provisions for a general valuation of land for purposes of Imperial taxation comprised in the Finance (1909-10) Act of 1910 have become law. The registrar has described the manner in which registration of title is facilitated and cheapened in Germany and Austria-Hungary by the Cadastral Survey of land for purposes of taxation. It appears from his evidence that in those countries it is considered worth the while of the Revenue authorities to keep an accurate register and map, absolutely up to date, of the land belonging to each owner and its value, and owners are compelled to report to the local cadaster office any change of boundaries or increase in value due to improvements; so that the plan which must be obtained through the cadaster office before any fresh dealing with land can be registered can be much more cheaply produced than by the special surveys for registration of title, which have formed so large a part of the expenditure of the Land Registry Office here. Further, the registrar stated that the fact of actual possession being established by the cadastral survey, the existence of a register of mortgages, and (since 1885) of a notarial record of deeds, and the publicity of simultaneous proceedings for registering all land within a certain area, enabled absolute title to be granted safely on the first establishment of a registry of title in the Rhine provinces with but little inquiry, "no case of intentional fraud or error involving loss being known." The cost to the Government of registration of title being thus reduced, the fees charged to landowners for dealings in the Prussian Registry of Title are said to be considerably below those charged in England for dealings at values over £100, and also lower than those at the lowest values; while in the Rhenish provinces, where properties are as a rule very small, the fees charged on first registration are described as "infinitely lower than any scale we have ever thought of in this country"—viz., 6d. for an estate not exceeding £3 15s. in value, 3s. for £750, and "exceeding £3,000 it is 12s." As the valuation of land in England under the Finance (1909-10) Act of 1910 is only just commencing, it has not been possible for us to examine this part of our subject to the extent which would be necessary before we could make any recommendation as to the manner in which the registration of title to land here might be connected with its valuation for purposes of taxation; but that such a connection is possible, and that (assuming both registration and valuation to be continued) it would be of much advantage in cheapening and facilitating both first registration and subsequent dealings, may fairly be deduced from the results of its establishment in Germany and Austria-Hungary, where, according to the registrar's report, there is even more variety in the size, value, and character of landed properties, and more complication arising from titles, settlements, and mortgages, than exist in this country.

Section L relates to the registration of deeds.

96. The precedents made by Parliament in the cases of Middlesex and Yorkshire seem to point to registration of deeds as a proper subject for local control. The value of a registry of deeds in preventing harm from the loss of deeds, or fraud by their duplication or concealment, and in avoiding trouble and expense in obtaining their production when required, has been already referred to. Witnesses who strongly objected to a registry of title, including solicitors from Yorkshire with experience of the registration of deeds in that county, have supported the extension of registries of deeds, which are undoubtedly of special value in building areas. We recommend that county councils should be empowered to establish registries of deeds, either for their own

county only, or for an urban area in their county, or for a union of neighbouring counties, on the lines of the Yorkshire registries. An index of titles under the names of the parties and the properties, with reference to a public map, should be provided. Official searches, with a guarantee of accuracy, should be made on application; and the Scottish system of keeping "Search Sheets" (described as "ledger accounts" giving the history of each property in respect of which dees have been registered), which has received the approval of the Royal Commission on Registration of Title in Scotland, might be followed with advantage. Deeds should be registered by means of full copies and not memorials, and the registrar should be empowered to give certified copies, which should be accepted as evidence of the originals. The fees would be payable to the county, and should be *ad valorem* from 1s. to £1. In selecting the places at which central and branch offices should be established, and the officials to be appointed, the possible utilisation of both at some future time for registration of title should be borne in mind. It may be observed that the grant of absolute titles would be much easier and safer in a district in which a registry of deeds had been established for a considerable period than in other places.

Then follow in Chapter V. proposals for the amendment of the general law, the reprint of which must also be postponed.

And, lastly, the Commissioners submit the following summary of recommendations :—

104. We submit a summary of the amendments of the Land Transfer Acts proposed in the foregoing report, in the order in which they appear :—

1. Registration with absolute title to confer on the registered proprietor as well as on his transferees a title not defeasible in consequence of defects in the title prior to registration, but subject in the case of the proprietor and transferees from him otherwise than for value to all rights created by the proprietor himself.

2. The length of title now required to be shown for registration with absolute title to be reduced from 40 to 20 years.*

3. The registrar to be authorized to accept counsel's certificate of title, and, unless he sees good reason to the contrary, to grant an absolute title where an application is accompanied by counsel's and solicitor's certificates in the form and under the conditions described.

4. After not less than twelve or more than twenty years' probation, a possessory title in a compulsory area, if undisputed, to ripen into an absolute title to the first transferee for value in cases not exceeding £10,000 in value.

5. In the case of leaseholds in a compulsory area, a possessory title after ten years, if undisputed, to confer a "good leasehold" title.

6. A "good leasehold" title in such an area in cases not exceeding £1,000 in value, if undisputed, to confer, after ten years, an absolute title to the term against all persons interested in the property.

7. Where settled land is vested in trustees they should be registered as proprietors. Settled land where not vested in trustees to be registered merely as subject to the settlement. In the last-mentioned case the registrar to issue certificates of the validity of proposed dealings.

8. Transfers to be executed by the transferees.

The register to be cleared on every change of ownership.

A purchaser of registered land to be entitled to a full copy of the entries on the register, and to abstracts and production of all instruments entered on the register which continue to affect the property.

9. The estate of the registered proprietor to be the legal estate, except where that estate is outstanding, in which case it would be an equitable estate, and such estate to be transferable only by registered instrument; the registered proprietor to have complete power in all other respects of disposing of the property or creating any interest therein for value.

10. Mortgages of registered land to be effected in the same manner as if the land were unregistered, but a note of the mortgage deed to be entered on the register, and all mortgages to rank according to the priority of their entries. Dealings with mortgages entered on the register to be regulated by similar provisions. Mortgagees with power of sale to be authorized to transfer the land on the conditions stated. The registrar to issue certificates as in the case of settled land.

In the case of certain securities for present and future advances, the mortgagor only to be able to deal with the equity of redemption subject to the total advance agreed to be made.

11. All easements and similar rights affecting registered land appearing on the title prior to registration to be entered on the register; and claims to similar rights acquired under any instrument after registration to be similarly entered. The entries to be by reference to the instruments creating the rights.

12. A registered proprietor to be entitled to have an entry made on the register of his claim to any easement or similar right which he shows to be appurtenant to his estate, such entry not to prejudice the owner of the tenement affected.

13. Restrictive covenants affecting registered land to be registered by reference to the instrument creating them.

The court to be empowered to discharge or modify obsolete restrictive covenants affecting land, whether it be registered or unregistered.

14. "Land charges" to be treated as outside the system of registration, and placed in the same position as the liabilities in section 18 of the Act of 1875.

15. Provision to be made for protecting registered land and purchasers thereof against the operation of writs, orders, and bankruptcies unless notice of the same is entered on the register.

16. Minerals owned separately from the surface to be separately registered.

17. Dealings for value with a registered proprietor to be protected notwithstanding notice, whether express, implied, or constructive, of any matter outside the register, except in the case of actual fraud to which the person dealing with him is party.

18. Provision to be made for annulling or rectifying a registration which is obtained by fraud, and for dealing with the case of the registration by error of two persons in respect of the same land.

19. The statutes of limitation to operate in the same manner with regard to registered land as with regard to unregistered land. The rights of parties in possession at the date of first registration to be protected.

20. Compensation to be expressly given to a party ruled out by registration in respect of the value of the land as it stood at the time of first registration. The time for the recovery of compensation to be limited to six years from the grant of absolute title, except in the case of an infant, a remainderman, a reversioner, and a mortgagee—for which special periods should be fixed.

21. The form of declaration on application for first registration now in use to be altered. In the case of a possessory title or application therefor, the registrar to be empowered to register without extra charge an absolute title, whether the owner consent or not. After registration with absolute title such deeds and documents as the Registrar requires to remain in the registry.

22. In a compulsory area conveyances on sale and leases to take effect on execution, but to become void as regards the legal estate or interest unless registration is applied for within a month.

23. Land boundaries to be described verbally on the register, and maps to be used for assisting identity.

24. A new certificate in simple form to be issued on every fresh dealing. Certificates of possessory title to be different in colour from those of absolute title, and to bear on the face a clear warning as to their nature. Certificates also to shew by a difference in form or colour whether the register is free or not free from notices. Rules as to the production and loss of certificates to be substituted for the existing statutory provisions.

25. The procedure for giving effect on the register to the disclaimer of leaseholds in bankruptcy to be amended.

26. Solicitors to have increased representation on the Rule Committee.

27. The Land Registry (Middlesex Deeds) Act, 1891, to be amended.

28. The fees on first registration to be payable by instalments in twenty years with interest at 4 per cent. per annum, and Section 22 (4) of the Act of 1897 to be amended, so as to enable the balance between receipts and expenditure to be maintained over a series of years instead of in each separate year.

29. A reasonable maximum limit to the office fees under the *ad valorem* scale to be fixed; the Land Registry Office to be relieved of the charge for the building annuity, and in lieu thereof to be charged with an annual rent based on the assessment of the building to local taxation.

30. All the receipts of the Land Registry Office to be carried to a single account, and all expenses charged against it.

31. The rule-making authority to be invited to consider whether the percentage scale of remuneration of solicitors for transfers in the higher values might not fairly be increased.

32. The system of registration of title to be amended according to our recommendations; and if after sufficient experience the amended system is found to work satisfactorily in the existing compulsory area, Parliament to be invited to consider the gradual extension of compulsion to the rest of the country.

33. County Councils to be empowered to establish local registries of deeds.

We further make the following suggestions for the amendment of the general law, viz. :—

1. Compulsory enfranchisement of copyholds.
2. Provision for a statutory receipt on discharge of ordinary mortgages on the lines of the Statutory receipt on discharge of mortgages under the Building Societies Act.
3. Abolition of the need for technical words of limitation or the words "in fee simple" in conveyances of land in fee simple.

* A similar change to be made in the general law as between vendor and purchaser.

Legal News.

Appointment.

Mr. HENRY DAWES BONSEY, who has been appointed Judge of County Courts, Circuit No. 2, was educated at St. John's College, Cambridge, and was called to the Bar in 1875, and has practised on the Midland Circuit.

Changes in Partnerships.

Dissolution.

ERNEST CLIFFORD WEBSTER, GEORGE HENRY MILNER-PUGH, and ALDBOROUGH RUPERT CAULFIELD LLOYD-WILLIAMS, Solicitors (Clifford Webster & Co.), 11, New-square, Lincoln's-inn, London. Dec. 31. Such business will be carried on in the future by Messrs. Clifford Webster and Gamble. [*Gazette*, Feb. 10.

General.

At the Law Society's dinner last week, the Archbishop of Canterbury was one of the guests.

It is stated that Lord Wolverhampton is slightly stronger, but that his progress towards recovery is very slow.

On the 10th inst., says the *Times*, there was entered in the calendars of the Principal Probate Registry the will of Hawley Harvey Crippen, who was executed on November 23 for the murder of his wife. The sole executrix is Ethel Clara Le Neve, and the property is stated to be of the gross value of £268 6s. 9d.

In a case heard in Dublin, says the *Evening Standard*, counsel spoke of a "place of pernoctation.". Lord Chief Justice O'Brien.—That is a great word, I must say. I never knew that there was such a word. Mr. Justice Wright.—Oh, yes; there is. Lord Chief Justice O'Brien.—I ask my brother Madden, who is the great authority on English, has he ever heard of it? Mr. Justice Madden.—No. Lord Chief Justice O'Brien.—I have grave doubts about it when my brother Madden has not heard of it. Mr. Justice Madden, having consulted a ponderous dictionary, said: "Yes, here it is. It means 'passing the night,' and —this accounts for our brother Wright's knowledge of it—it is a word especially in ecclesiastical use, meaning spending the night in prayer." Mr. Justice Wright rejoined: I am much obliged to my brother Madden.

In the House of Commons on Tuesday Mr. Rendall asked the Prime Minister whether he proposed to introduce legislation, as suggested in last year's debate on the Judicature Bill, to enact an age limit to the services of Judges of the High Court; and whether, if time would not permit of this during the present Session, provision could not be made under the forthcoming Budget for increasing the retiring pension of such Judges to a sum equal to, or in special cases to a sum in excess of, their annual salary so as to tempt aged Judges to retire without loss of income when their fifteen years' pensionable service was completed. Mr. Asquith said: It has not been necessary in the past to fix any statutory limit of age, because, in the main, a sense of public duty has led judges to retire when unable efficiently to discharge their very responsible duties. His Majesty's Government hopes that it may not become necessary to make any change in this respect. The present pension is £3,500 a year for all judges except lords of appeal, the Lord Chief Justice, and the Master of the Rolls; and the Government consider the pension is already ample.

The late lamented Justice David J. Brewer left his profession, says the *Central Law Journal*, no more beautiful remembrance than his statement of what to him was the most inviolable rule in the code of ethics. Justice Brewer said: "It is the glory of our profession that its fidelity to the client can be depended on; that a man may safely go to a lawyer and converse with him upon his rights or supposed rights in any litigation with the absolute assurance that that lawyer's tongue is tied from ever disclosing it; and any lawyer who proves false to such an obligation, and betrays, or seeks to betray, any information, or any facts that he has attained while employed on the one side, is guilty of the grossest breach of trust. I can tolerate a great many things that a lawyer may do—things that in and of themselves may perhaps be criticised or condemned when done in obedience to the interest or supposed interest of his own client, and when he is seeking simply to protect and uphold those interests. If he goes beyond, perhaps, the limits of propriety, I can tolerate and pass that by; but I cannot tolerate for a moment, neither can the profession, neither can the community, any disloyalty on the part of a lawyer to his client. In all things he must be true to that trust, or, failing it, he must leave the profession."

The question of the ownership of Parliamentary registration fees has, says the *Times*, arisen between the Camberwell Borough Council and the Town Clerk (Mr. C. W. Tagg). In a letter to the Finance Committee, the Town Clerk states that hitherto he has handed those fees over to the council under protest, contending that, not being in sight when the resolution fixing his duties and salary was passed, they belong to him. "The account, dating from 1902-3 to 1909-10, shews," says Mr. Tagg, "that the total fees received during that period have been £1,893, of which the London County Council have paid £946, the Penge Urban District Council £55, and the borough of Camberwell £891. The out-of-pocket expenditure has been £495, leaving an accumulated balance of £1,397, paid over under protest yearly to the Camberwell Borough Council." A special sub-committee, appointed to consider the matter, recommends that, subject to the Town Clerk's surrendering all claims to the fees paid by him to the council, the Town Clerk shall in future retain the fees for preparing the register of electors chargeable to the London County Council and the Penge Urban District Council, clear of out-of-pocket expenses. The amount of such fees chargeable to the borough of Camberwell shall, it is suggested, be repaid by him to the borough of Camberwell account annually.

In summing up the evidence in the Houndsditch murders case, the City Coroner, Dr. Waldo, said that the value of judicial investigations such as those conducted by a coroner would have an added value to the community if suggestions as to future preventive measures were advanced as the result of cases brought under their notice. The special features likely to demand their attention were suggested by the fact that the attempted shop-breaking which resulted in the death of Sergeant Bentley and others was the work of aliens; secondly, that the police who tried to arrest the thieves were unarmed. They might, therefore, wish to express an opinion as to the control of aliens, with a view of preventing such outrages in the future, and as to the further question of arming the police. With regard to the arming of the police, it involved many considerations of a constitutional nature, and he imagined they would agree that that question might safely be left in the hands of the proper authorities. As regarded the control of alien criminals, he would ask them to consider various points that might perhaps strengthen to some extent the hands of the authorities. Speaking generally, it seemed hardly possible to frame any measure for the exclusion of criminals short of preventing the entry of all foreigners, since aliens and alien criminals came from all parts of the world. It must be conceded by all familiar with the facts of the case that the present Aliens Act failed absolutely so far as the exclusion of criminal aliens was concerned. A money test was imposed and that obviously failed to keep out the criminal, who, as a rule, was well provided with money, and who, after admission, usually settled down to some occupation and lived outwardly the life of a law-abiding citizen. It need hardly be said that the admission of a given body of aliens was bound to carry with it a certain proportion of criminals. The question naturally arose, was that criminal element so disproportionate in its extent as to demand special legislative control? Further, it might be asked, should not the existing laws of the United Kingdom be sufficient to control alien as well as domestic crimes? It was a self-evident fact that the present system had not succeeded in excluding those aliens engaged in the Houndsditch crime. Expulsion was wisdom after the event and a remedy applicable only when the criminal stood revealed. Were there some system of international police control of criminal aliens, founded on the scientific method of finger-print identification, it would probably to a large extent do away with the necessity of an Aliens Act. The weak point in that direction lay in the fact that the system had not yet been adopted, or at any rate systematically applied, for a sufficient length of time in all countries. The first logical step in obtaining control of domiciled aliens appeared to lie almost necessarily in their registration and subsequent supervision for a certain number of years after arrival in this country. A proper system of registration, finger-print identification, and systematic compulsory personal report at intervals during, say, a period of half a dozen years would lay the foundation of a system of efficient control over alien criminals.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday,	Feb. 20	Mr Goldschmidt	Mr Greswell	Mr Church	Mr Beal
Tuesday	21	Synge	Goldschmidt	Theed	Greswell
Wednesday	22	Church	Synge	Bloxam	Goldschmidt
Thursday	23	Theed	Church	Farmer	Synge
Friday	24	Bloxam	Theed	Leach	Church
Saturday	25	Farmer	Bloxam	Borrer	Theed

Date.		Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday,	Feb. 20	Mr Farmer	Mr Synge	Mr Bloxam	Mr Borrer
Tuesday	21	Leach	Church	Farmer	Beal
Wednesday	22	Borrer	Theed	Leach	Greswell
Thursday	23	Beal	Bloxam	Borrer	Goldschmidt
Friday	24	Greswell	Farmer	Beal	Synge
Saturday	25	Goldschmidt	Leach	Greswell	Church

Winding-up Notices.

London Gazette.—FRIDAY, Feb. 10.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CLEMENT GLENISTER & SON, LTD—Petn for winding up, presented Jan 28, directed to be heard at the Town Hall, Queen's rd, Hastings, on Feb 20, at 12 Beal, Budge row, Cannon st, solor for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 19

DENT MOTORS, LTD—Petn for winding up, presented Feb 6, directed to be heard at the Court House, Corporation st, Birmingham, on Feb 20, at 11. Forsyth & Co, Birmingham, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 18

GUARINO MINES SYNDICATE, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 24, to send in their names and addresses, and particulars of their debts or claims, to Warwick W. Clarke, 35, New Broad st, liquidator

LONDON PURE MILK ASSOCIATION, LTD—Petn for winding up, presented Feb 2, directed to be heard Feb 21. Jennens & Jennens, Kentish Town rd, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 20

PROVINCIAL PALACES, LTD—Petn for winding up, presented Feb 7, directed to be heard Feb 21. Hill, Fenchurch st, solor for petners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 20

London Gazette.—TUESDAY, Feb. 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

JAMES THATCHER & CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Wm. Ryde, Moulsey Villa, Isleworth, Middlesex, liquidator

OLOF WIJK & CO (LONDON AGENCY), LTD—Creditors are required, on or before Feb 24, to send their names and addresses, and the particulars of their debts or claims, to Gunnar Svalander, 110, Fenchurch st, liquidator

V. AND S. SYNDICATE, LTD—Creditors are required, on or before March 26, to send their names and addresses, and the particulars of their debts or claims, to William Herbert Hare Hayes, 3, London wall buildings, liquidator

VIC MILL CO. LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 17, to send their names and addresses, and the particulars of their debts or claims, to Mr. Robert Roe Smethurst, 21, spring gdns, Manchester. Taylor, Manchester, solor for the liquidator

WALKER-HANNA PATENT BEARINGS CO. LTD—Creditors are required, on or before March 14, to send their names and addresses and the particulars of their debts or claims, to Edwin Miles Knowles, Imperial Works, Great Jackson st, West Gorton, Manchester. Boote & Co, Manchester, solors for the liquidator

The Property Mart.

Forthcoming Auction Sales.

Feb. 21.—MESSRS. HAMPTON & SONS, at the Mart: Houses, Flats, Leasehold Flat and Shop Properties, &c. (see advertisement, page v, Jan. 28).

Feb. 23.—MESSRS. BOWDITCH & GRANT, at the Mart, at 1: Freehold and Leasehold Ground-rents (see advertisement, back page, Feb. 11).

Mar. 1—MESSRS. EDWIN FOX, BOUSFIELD, BURRERTS, & BADDELEY, at the Mart, at 2: Freehold Residential and Building Properties (see advertisement, back page, this week).

Mar. 6.—MESSRS. JONES, LANG & CO., at the Mart, at 2: Freehold Properties, Ground-rents, &c. (see advertisement, back page, Feb 11).

MESSRS. FAREBROTHER, ELLIS, EGERTON, BEBACH & Co., at the Mart: Freehold Residential Estate (see advertisement, back page, Dec. 17).

Result of Sale.

REVERSIONS AND DEBENTURES.

MESSRS. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 976) of the above-named interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following Lots were sold at the prices named, the total amount realized being £2,440:—

ABSOLUTE REVERSIONS—

To £2,415	Sold	£1,050
To £1,632	"	£650
To £1,008	"	£490
HUDSON HOTELS, LTD., £500 DEBENTURES	"	£150
WESTMINSTER PALACE HOTEL CO., LTD.	"	£200

Creditors' Notices

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 10.

ABRAHAM, ROBERT GEORGE, Ashburton, Devon March 23 Watts & Co, Newton Abbot
ANGUS MARY, Whitley Bay, Northumberland March 14 L C & H K Lockhart, Hexham
BALMFORTH, WILLIAM, Pudsey, Yorks March 6 Wickstead & Co, Bradford
CAHILL, CAROLINE MUSTON, Richmond, Surrey March 14 Lyne & Holman, Great Winchester st
CAHILL, CHARLOTTE MARIA, Richmond, Surrey March 14 Lyne & Holman, Great Winchester st
CLEVELAND, MARY ANN, Lowestoft March 13 Fraser & Woodgate, Wisbech
COOKE, ROSA, West Norwood, Surrey March 6 Triggs & Co, Guildford
EYLES, JANE, Lichfield March 10 Russell & Son, Lichfield
FORSTER, CAROLINE JESSIE, Eastbourne March 24 Stannard & Bosanquet, Eastcheap
GAILEY, ANNE, West Hartlepool March 10 Bowkers, Queen Victoria st
GILMOUR, MARGARET JANE, Bookham, Surrey March 15 Kingsford & Co, Essex st, Strand
GREATOREX, RACHAEL POTTS, Crewe Feb 24 Pedley & Co, Crewe
GROOM, ROBERT, St Leonards on Sea, Licensed Victualler March 31 Draper & Son, Bow st, Covent Garden
HALDENBY, THOMAS, Garthorpe, Lincoln March 20 England & Son, Goole
HALL, ELIZA West Kirby, Cheshire March 7 Woolcott & Co, West Kirby
HANDS, JULIA, Devonshire rd, Holloway May 1 Lee & Co, Birmingham
HARVEY, EMMA, Birmingham March 6 Saunders & Co, Birmingham
HAWKES, Rev RICHARD HENRY, Oakland rd, Bromwell March 11 Harris & Harris, Wells
JOHN, HOWELL, Llangadock, Licensed Victualler March 15 Phillips, Llandovery
JONES, JANE CREW, Swansea March 7 Owen, Swansea
KAYE, LAURENCE, Acacia rd, St, John's Wood March 6 Rubinstein & Co, Raymond Buildings
MALPAGA, RICCARDO, Oxford st, Restaurateur March 25 Taylor & Taylor, New Broad st
NICHOLAS, SARAH ELLEN, Manningtree, Essex March 10 Synnot, Manningtree
PARKER, MARTHA, Stillington, York March 7 Ware & Co, York
PAUL, ARTHUR ALFRED, Barnstaple March 14 Hopper, Barnstaple
PENNINGTON, RICHARD, Lincoln's Inn fields, Solicitor, JP March 29 Pennington & Son, Lincoln's Inn fields
PRESTON, JOHN, Great Weldon, Northampton, Innkeeper March 13 Lamb & Stringer, Kettering
PURCHARD, EMMA ELIZABETH, Kingston Hill, Surrey March 8 Snow & Co, Great St Thomas Apostle
REED, FREDERICK WILLIAM, Thornton Heath, Surrey, Builder March 8 Bucknill & Co, Raymond bldgs, Gray's Inn
RICHMOND, MARY ELIZABETH, Cheltenham March 31 Stobo & Livingston, Newcastle upon Tyne
ROOKE, JOSEPH WILSON, Knutsford, Chester, Solicitor March 8 Thistlethwaite & Brownsword, Manchester
ROWE, WILLIAM COURTENAY, Porthleven, Cornwall March 10 Tyacke, Helston
SCLATER, HENRY SHERLOCK, Folkestone March 8 Kingsford & Co, Essex st, Strand
SHAW, SAMUEL TURNER, Slead Syke, Bridhouse, Yorks March 25 Jubb & Co, Brighouse
SMITH, CATHERINE, Anslow, Stafford March 23 Lowe & Auden, Burton on Trent
STEVENS ARTHUR, Monks Risborough, Buckingham, Poultry Breeder March 11 J & T Parrott, Aylesbury
STOCK, RICHARD, Widcomer Norton, Somerset March 11 Nalder, Shepton Mallet
TOLLINGTON, SARAH, Leicester March 25 Simpson Leicester
WADSWORTH, JAMES WALTER, Cleckheaton, York, Worsted Spinner March 30 Clough & Crabtree, Cleckheaton
WATKINS, JOHN, Bryant st, West Ham, China Merchant April 10 Prestons, Stratford
WELBY, Rev MONTAGUE EARLE, Richmond, Surrey March 15 Waterhouse & Co, New ct, Carey st
WILLIAMS, MARTHA, Cardiff April 5 Morris, Cardiff

London Gazette.—TUESDAY, Feb. 14.

ASHWORTH, WILLIAM, Padiham, Lancaster March 9 Roberts & Riley, Burnley
AXFORD, WILLIAM HERBERT, South Croydon March 17 Sherwood & Co, Essex st, Strand
BARRY, FRANCES, Kensington mans, Earl's Court March 14 Cox & Son, Cannon st
BEDUNEAU, MARIE PERRETTE, Beauconze, nr Angers, France Feb 27 Duffy, Basinghall st
BORROWS, JOHN AUGUSTIN, St Helens, Lancs, Engineer March 25 Oppenheim, Liverpool
BOWDEN, WILLIAM THOMAS, Teignmouth, Devon, House Decorator March 25 Tozer & Dell, Teignmouth
BOYLE, HARRY CLARENCE, Beaumont mans, West Kensington March 27 Tyler Clement's inn
BRADDON, JOSEPH, Cann's Farm, Ide, Devon, Farmer March 4 Friend & Tarbet, Exeter
BROWN JAMES, Huntingdon March 10 Fowler, Huntingdon
CARLILL, BRIGGS, sen, Kingston upon Hull, Merchant March 10 Stuart, Hull
CARRICK, WATSON BLAGBURN, Abbotsford Forest Hall, Northumberland, Electrical Engineer March 27 Benson, Newcastle upon Tyne
CORNALL, EDMUND DRAKE, Clayhanger, Devon, Farmer March 11 Friend & Tarbet Exeter
CORSELLIS, HENRY NICHOLAS, East hill, Wandsworth, Solicitor March 31 Corsellis & Berney, East hill, Wandsworth
COX, GEORGE FERDINAND, Manchester, Dealer in Antiques March 11 Leak & Pratt, Manchester
DEAN, ALFRED, St George's av, Tufnell pk March 25 Taylor & Co, Strand
ELLIOTT, ERNEST CLARENCE, Monken Hadley, Barnet, Herts, March 30 Hodgkinson, Chancery ln
FARNFIELD, FRANK HORACE Pinfold rd, Streatham March 28 J A & H E Farnfield Lower Thames st
FARRER-BAYNES, SOPHIA Blackburn March 10 Wilson & Co, Blackburn
FORD, MARGARET, Petherton rd, Canonbury March 10 Bridgman & Co, College hill
FOSS, ELIZABETH, Derby March 16 Gadsby & Co, Derby
FREYSINIER, JEAN, Hauy, Paris, France March 25 Murray & Co, Murray & Co, Birchin ln
FURNIVALL, WILLIAM, St George's sq, Primrose hill March 7 Smith, Fenchurch bldgs
GANDY, WILLIAM KNIPE ORME GARNETT, Penrith March 16 Broatch & Son, Keswick
GOODCHILD, ANN MARY, Kensington sq mans, Kensington March 31 Vallance & Vallance, Essex st, Strand
GOULDSMITH, HANNAH, The Boltons, South Kensington April 2 Russell & Co, Old Jewry chmbrs
GREENWOOD, SARAH ANN, Pecket Well, nr Hebden Bridge, York March 11 Sutcliffes, Hebden Bridge
HEFT, ALEXANDER, St Leonards on Sea March 30 Goldberg & Co, West st, Finsbury circus
JACKSON, WILLIAM, Heysham, Lancaster, Builders' Merchant March 31 Knight, Morecambe
JAMES, WILLIAM, High st, Barnet, Builder March 10 Charles, Copthall av
JORDAN, ISRAEL, Bulwell, Nottingham, Fish Dealer March 17 Fox & Manning, Nottingham
KERFE, ADAM, Stalybridge, Chester March 1 Worsley, Stalybridge
KERFE, ELIZA, Stalybridge, Chester March 1 Worsley, Stalybridge
KING, REBECCA MARIA, Belsize pk gdns, West Hampstead March 1 Hill, Queen Victoria st
MCSTAY, WILLIAM, Roby, Lancaster April 10 Harrison & Burton, Liverpool
MILLETT, MARTHA, Bath March 20 Little & Lyle, Bath
NAYLOR, SARAH Sherburn in Elmet, York March 9 Simpson & Co, Leeds
PARE, JOHN WILLIAM, Manchester, Estate Agent March 13 Sampson & Price, Manchester
PEASNALL, MARY, Eastbourne March 25 Mayo, Eastbourne
PENNINGTON, Lieut-Gen Sir CHARLES RICHARD, KCB, Camberley, Surrey March 31 Stuart & Tull, Gray's Inn sq
PILKINGTON, JOHN, Fleetwood, Lancaster March 1 Gaulter, Fleetwood
ROBERTS, JAMES, Chester March 15 Griffiths, Chester
RODWAY, EDWARD BUTCHELL, Trowbridge, Wilts March 1 Mann & Co, Trowbridge
RUMFORD, GEORGE WILLIAM, Harton, Durham, Marine Surveyor April 10 Jacks, South Shields
SAMUEL, HERMAN, Heath drive, Hampstead March 14 Windybank & Co, Oxford ct, Cannon st
SCHOUBROECK, ELIZABETH VAN, Brussels, Belgium March 27 Warmington & Edmonds, Budge row
STAVELEY, WILLIAM HENRY CHARLES, Sloane gdns, Surgeon April 1 Hays & Co, Clement's ln, Lombard st
STRUTT, JAMES, Kingston on Thames March 15 Sherwood & Co, Kingston on Thames
THOMAS, GEORGE, Lisvane, Glam, Architect March 13 Morgan & Co, Cardiff
THORNE, EMILY ISABELLA, Eardley cres, South Kensington April 1 Laytons, Budge row, Cannon st
WATSON, AMELIA, Market st, Caledonian rd March 15 Kingston, Fitzroy st
WHITTING, FREDERICK, Cambridge March 11 Hanbury & Co, New Broad st
WRAGG, THOMAS, Loxley, York, Stone Merchant March 14 Smith & Co, Sheffield
ZUDDENSE, BENJAMIN J, Kent, Michigan March 14 Hewitt & Co, Leadenhall st

Bankruptcy Notices.

London Gazette.—FRIDAY, Feb. 10.

RECEIVING ORDERS.

BAILEY, JOHN THOMAS, Luton, Straw Hat Manufacturer Luton Pet Feb 6 Ord Feb 6
BOYD, EDWARD BROWNRIGG, Ilford, Essex, Clerk High Court Pet Jan 18 Ord Feb 7
CAWTE, ROBERT, Catisfield, Fareham, Hants, Fruit Grower Portsmouth Pet Feb 6 Ord Feb 6
CHAMBERS, SAMUEL, Sleaford, Lincs, Baker Boston Pet Feb 4 Ord Feb 4
CLARKE, JOHN, Jerningham rd, New Cross, Warehouseman High Court Pet Feb 8 Ord Feb 8
COWAN, WILLIAM, Bradford, Joiner Bradford Pet Feb 8 Ord Feb 8
DAWES, ARTHUR ROWLAND, Swindon Swindon Pet Feb 7 Ord Feb 7
DIX, WILLIAM HENRY, Reading, Photographer Reading Pet Feb 7 Ord Feb 7
EDMONDS, BAKER, Cosheston, Pembroke, Grocer Pembroke Dock Pet Feb 7 Ord Feb 7
FISH, JAMES, jun, Manchester, Licensed Victualler Manchester Pet Feb 6 Ord Feb 8
FUDGE, GEORGE, and ALFRED WILLIAMS, Kingswood, Gloucester, Boot Manufacturers *Bristol* Pet Feb 6 Ord Feb 6
GLYNN, PATRICK, JAMES GLYNN, THOMAS GLYNN, and HUBERT GLYNN, Oldham, Plasterers Oldham Pet Jan 18 Ord Feb 8
GOULSON, JOHN CHEETHAM, Lincoln, Baker Lincoln Pet Feb 7 Ord Feb 7
HAINES, JAMES, Merthyr Tydfil, Wagon Carpenter Merthyr Tydfil Pet Feb 8 Ord Feb 8
HEYWOOD, HERBERT, Bolton, Earthenware Dealer Bolton Pet Feb 7 Ord Feb 7
JONES, ANNE GWENDOLINE, Manordeilo, Carmarthen Carmarthen Pet Jan 27 Ord Feb 8
JONES, OWEN WILLIAM, Carnarvon, Post Office Clerk Bangor Pet Feb 6 Ord Feb 6
JOHNSON, JOHN EDWARD, Bolton, Builder Bolton Pet Jan 26 Ord Feb 8
KERLE, ILION ARTHUR, York pl, Hampstead High Court Pet Jan 12 Ord Feb 8
KING & SONS, E, Bow rd, Tailors High Court Pet Dec 17 Ord Feb 8

KIBBEY, GEORGE, jun, Dutton, Preston Brook, Chester Farmer Warrington Pet Jan 19 Ord Feb 6
LOWTHER, HORACE, Dulwich rd, Herne Hill, Surgeon High Court Pet Jan 6 Ord Feb 8
MERRETT, FRED, Berkeley, Glos, Farmer Gloucester Pet Feb 7 Ord Feb 7
MILLER, HARRY, St James sq, Holland Park, Company Promoter High Court Pet Nov 18 Ord Feb 8
MUEHLMANN, ALFRED, Jeffreys rd, Clapham, Violin Merchant High Court Pet Feb 7 Ord Feb 7
SHARPE, DORIS, Byfleet, Surrey Kingston, Surrey Pet Jan 24 Ord Feb 7
SURTEES, EDWARD, South Shields, Electrician Newcastle upon Tyne Pet Feb 6 Ord Feb 6
TURNER, SAMUEL, Beccles, Suffolk, Butcher Great Yarmouth Pet Feb 6 Ord Feb 6
WEBB, THOMAS, Farnborough, Cabdriver Guildford Pet Feb 6 Ord Feb 6
WHARTON, FRED, Gatcombe rd, Upper Holloway, Butcher High Court Pet Feb 7 Ord Feb 7
WINFIELD, JAMES FULKER, Brockley, Worcester Banbury Pet Feb 8 Ord Feb 8
WOODWARD, HERBERT THOMPSON, Bath, Coal Merchant Bath Pet Jan 20 Ord Feb 7
WYBROW, EDWARD Voltaire rd, Clapham, Confectioner High Court Pet Jan 14 Ord Feb 6

Amended notice substituted for that published in the London Gazette of Feb 3:

DE BERNICZY, ALEXANDER GABRIEL (Baron), Mill Hill, Hendon Barnet Pet Feb 1 Ord Feb 1
CLARK, EDWARD LOVELL, Liverpool, Land Agent Liverpool Pet Jan 10 Ord Feb 1

FIRST MEETINGS.

AIREY, JAMES, Lyminge, Kent Feb 18 at 11.30 68A, Castle st, Canterbury
BASTIN, SIDNEY, Newbury, Builder Feb 18 at 12 1, St, Aldate's, Oxford
BOYD, EDWARD BROWNRIGG, Ilford, Essex, Clerk Feb 21 at 1 Bankruptcy bldgs, Carey st
BOYLE, HAROLD ALFRED, Bradford, Licensed Victualler Feb 20 at 11 Off Rec, 18, Duke st, Bradford
CAMPBELL, JOHN CATHEY, Portslade, Sussex, General Merchant Feb 20 at 12 Off Rec, 12A, Marlborough pl, Brighton
CLARK, EDWARD LOVELL, Liverpool, Land Agent Feb 21 at 11 Off Rec, 35, Victoria st, Liverpool
CLARKE, JOHN, Jermingham rd, New Cross, Warehouseman Feb 21 at 12 Bankruptcy bldgs, Carey st
COSTOBADIE, FREDERICK PALLISER DE, Eastbourne Feb 21 at 12 County Court Offices, Seaside rd, Eastbourne
DAVIES, JOHN, Maesteg, Glam, Newsagent Feb 18 at 12 117, St Mary st, Cardiff
GWILLIAM, THOMAS, Clun, Salop, Draper Feb 20 at 2.30 2, Offa st, Hereford
HARROP, JOHN WILLIAM, Gawthorpe, nr Dewsbury, Joiner Feb 20 at 11 Off Rec, Bank chmbrs, Corporation st Dewsbury.
HEYWOOD, HERBERT, Bolton, Earthenware Dealer Feb 21 at 3 19, Exchange st, Bolton
HUTCHINSON, WALTER, Brighton, Credit Draper Feb 20 at 11.30 Off Rec, 12A, Marlborough pl, Brighton
IRVINE, ALEXANDER TAYLOR, Foulridge, nr Colne, Lancs, Licensed Victualler Feb 18 at 11 Off Rec, 13, Winckley st, Preston
JONES, GRIFFITH EDWARD, Llanberis, Carnarvon, Tailor Feb 20 at 12.30 Crypt chmbrs, Eastgate row, Chester
KEBLE, ILION ARTHUR, York pl, Hampstead Feb 22 at 11 Bankruptcy bldgs, Carey st
KING & SONS, E, Bow rd, Tailors Feb 20 at 1 Bankruptcy bldgs, Carey st
KIBBEY, GEORGE, jun, Preston Brook, Cheshire, Farmer Feb 18 at 11.30 Off Rec, Byrom st, Manchester
LAWE, EDGAR, Harrogate, Schoolmaster Feb 20 at 3 Off Rec, The Red House, Duncombe pl, York
LEA, WILLIAM EDMUND, Tarvin, Chester, Farmer Feb 20 at 12 Crypt chmbrs, Eastgate row, Chester
LOWTHER, HORACE, Dulwich rd, Herne Hill, Surgeon Feb 20 at 11 Bankruptcy bldgs, Carey st
MILLER, HARRY, St James sq, Holland Park, Company Promoter Feb 22 at 12 Bankruptcy bldgs, Carey st
MUEHLMANN, ALFRED, Jeffreys rd, Clapham, Violin Merchant Feb 22 at 1 Bankruptcy bldgs, Carey st
POTTS, JAMES HERBERT, Ramsey, Huntingdon, Potato Merchant Feb 18 at 12.15 Lion Hotel, Ramsey
RANDALL, WALTER HENRY, Turnditch, Derby, Commercial Traveller Feb 20 at 11.30 Off Rec, 47, Full st, Derby
REX, WILTON JOHN, Willesborough, Kent, Salesman Feb 18 at 2.30 68A, Castle st, Canterbury
ROBINS, BLANCHE SHELLEY, Wingrave, Bucks Feb 21 at 12 1, St Aldate's, Oxford
SHARRATT, THOMAS, Derby, Traveller Feb 20 at 11 Off Rec, 47, Full st, Derby
STRINGER, HENRY, Crowley, Cheshire, Farmer Feb 18 at 11 Off Rec, Byrom st, Manchester
SURTEES, EDWARD, South Shields, Electrician Feb 18 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne
WEBB, THOMAS, Farnborough, Hants, Cab Driver Feb 20 at 11.30 132, York rd, Westminster Bridge rd
WHARTON, FRED, Gatcombe rd, Upper Holloway, Butcher Feb 22 at 12 Bankruptcy bldgs, Carey st
WYBROW, EDWARD, Voltaire rd, Clapham, Confectioner Feb 22 at 1 Bankruptcy bldgs, Carey st

Amended notice substituted for that published in the London Gazette of Jan 20:

GAIMBLE, HENRY JOHN SNOWLING, Kirkley, South Lowestoft, Bricklayer

ADJUDICATIONS.

BAILEY, JOHN THOMAS, Luton, Straw Hat Manufacturer Luton Pet Feb 6 Ord Feb 8
BENCH, BENJAMIN, Sutton Coldfield, Baker Birmingham Pet Feb 2 Ord Feb 6
BURKITT, VALENTINE GEORGE, Bristol, Electrical Engineer Bristol Pet Jan 19 Ord Feb 7
CAMPBELL, JOHN HENRY, North Shields, Draper Newcastle upon Tyne Pet Jan 20 Ord Feb 6
CAWTE, ROBERT, Catisfield, Fareham, Hants, Fruit Grower Portsmouth Pet Feb 6 Ord Feb 6
CHAMBERS, SAMUEL, Sleaford, Lincs, Baker Boston Pet Feb 4 Ord Feb 4
CLARKE, JOHN, Jermingham rd, New Cross, Warehouseman High Court Pet Feb 8 Ord Feb 8
COLES, EDWARD, High st, Peckham High Court Pet Jan 4 Ord Feb 4
COWAN, WILLIAM, Bradford, Joiner Bradford Pet Feb 8 Ord Feb 8
COWLEY, FREDERICK WILLIAM, Market Harborough, Leicester, Farmer Leicester Pet Jan 19 Ord Feb 7
DAWES, ARTHUR ROWLAND, Swindon Swindon Pet Feb 7 Ord Feb 7
DEE, WILLIAM HENRY, Reading Photographer Reading Pet Feb 7 Ord Feb 7
DUNN, CHARLES WILLIAM, Rolleston, Stafford, Licensed Victualler Burton on Trent Pet Jan 17 Ord Feb 8
FUDGE, GEORGE, and ALFRED WILLIAMS, Kingswood, Glos, Boot Manufacturers Bristol Pet Feb 6 Ord Feb 7
GOULSON, JOHN CHERTHAM, Lincoln, Baker Lincoln Pet Feb 7 Ord Feb 7
HAINES, JAMES, Merthyr Tydfil, Wagon Carpenter Merthyr Tydfil Pet Feb 8 Ord Feb 8
JONES, OWEN WILLIAM, Carnarvon, Post Office Clerk Bangor Pet Feb 6 Ord Feb 6
LAKE, BERTIE, Luton, Builder Luton Pet Jan 12 Ord Feb 8
MACE, JOHN, Swanley, Kent, Fruit Grower Rochester Pet Jan 13 Ord Feb 8
MCGOWAN, JOHN, jun, Rock Ferry, Chester Birkenhead Pet Dec 15 Ord Feb 7
MERRETT, FRED, Berkeley, Glos, Farmer Gloucester Pet Feb 7 Ord Feb 7
MORTIMER, JOHN, Gresham st High Court Pet Dec 31 Ord Feb 6
OPITZ, GUSTAV BERNARD, Cavendish parade, Clapham, Code Expert Wandsworth Pet Dec 22 Ord Feb 7
STRINGER, HENRY, Crowley, Chester, Farmer Warrington Pet Jan 18 Ord Feb 7
SURTEES, EDWARD, South Shields, Electrician Newcastle upon Tyne Pet Feb 6 Ord Feb 8
TURNER, SAMUEL, Beccles, Suffolk, Butcher Great Yarmouth Pet Feb 6 Ord Feb 6
WHARTON, FRED, Gatcombe rd, Upper Holloway, Butcher High Court Pet Feb 7 Ord Feb 7
WINFIELD, JAMES FULKER, Blockley, Worcester Banbury Pet Feb 8 Ord Feb 8

London Gazette.—TUESDAY, Feb. 14.

RECEIVING ORDERS.

BANKS, MATTHEW, Connah's Quay, Flint, Ironworker Chester Pet Feb 9 Ord Feb 9
BATSTONE, JOHN WILLINGTON, Wells, Somerset, Baker Wells Pet Feb 10 Ord Feb 10
BIRT, Rev DOUGLAS, Salisbury Salisbury Pet Jan 26 Ord Feb 10
BRIGGS, HARRY, Gt Driffield, Yorks, Butcher Kingston upon Hull Pet Feb 9 Ord Feb 9
BUTLER, JOHN, Wem, Salop, Coal Dealer Shrewsbury Pet Jan 27 Ord Feb 10
COLLINS, PATRICK VALENTINE, Cardiff, Draper Cardiff Pet Feb 6 Ord Feb 9
CRAWFORD, WALTER W, Henrietta st, Covent Garden High Court Pet Dec 12 Ord Feb 7
GASKIN, WALTER, High st, Poplar, Licensed Victualler High Court Pet Feb 9 Ord Feb 9
GREGORY, JOHN ISAAC, Llandaff, Glam, Licensed Victualler Cardiff Pet Feb 11 Ord Feb 11
HEWITT, G TRAFFORD, Broad Street pl, Company Promoter High Court Pet Nov 30 Ord Feb 10
HOLBROW, JAMES, South Cerney, Glos, Farmer Swindon Pet Feb 10 Ord Feb 10
HOOKER, HARRY CHARLES, Shirley, Southampton, Greengrocer's Manager Southampton Pet Jan 24 Ord Feb 9
HORNER, THOMAS HARRISON, Leyburn, Yorks, Painter Northallerton Pet Feb 10 Ord Feb 10
HUBBARD, FREDERICK MORTON, Hucclecote, Glos, Draper Gloucester Pet Feb 10 Ord Feb 10
JONES, THOMAS, Landore, Swansea, Saddler Swansea Pet Feb 10 Ord Feb 10
KITCHING, ERNEST, Norton, nr Malton, Yorks, Joiner Scarborough Pet Feb 10 Ord Feb 10
LAMB, HARRY, Pocklington, Yorks, Painter and Decorator York Pet Feb 9 Ord Feb 9
MALAM, GEORGE WILLIAM, Kingston upon Hull, Grocer Kingston upon Hull Pet Feb 9 Ord Feb 9
NICHOLLS, RICHARD CHARLES, Greenwich, Fishmonger Greenwich Pet Feb 10 Ord Feb 10
NORMAN, ERNEST, Tilbury Docks, Essex, Grocer Chelmsford Pet Jan 10 Ord Feb 8
PICKENS, ABRAHAM, Tynewydd, Treherbert, Collier Pontypridd Pet Feb 10 Ord Feb 10
PRITCHARD, MARY ELIZABETH, Brynmawr, Brecon, Grocer Tredegar Pet Jan 27 Ord Feb 11
REES, JOHN WILLIAMS, Caerau, Bridgend, Glam, Colliery Roadman Cardiff Pet Feb 9 Ord Feb 9
ROBINS, S, Aberaman, Aberdare, House Furnisher Aberdare Pet Jan 31 Ord Feb 10
ROBINSON, GEORGE, Scotton, Knaresborough, Quarryman York Pet Feb 10 Ord Feb 10
SHAW, ESTHER, Timberland, Lincs, Grocer Boston Pet Feb 11 Ord Feb 11
SMITH, SIDNEY FRANCIS, Manchester, Engineer Manchester Pet Feb 9 Ord Feb 9
SOTHERAN, SHEPHERD, Hartlepool, Fried Fish Merchant Sunderland Pet Feb 8 Ord Feb 8
STAITE, JOHN, Aberbargoed, Mon, Bootmaker Tredegar Pet Jan 30 Ord Feb 11
TREDALDI, GUISEPPE, Abertillery, Mon, Refreshment House Keeper Tredegar Pet Dec 29 Ord Feb 11
TEMPERTON, EDWARD, Kingston upon Hull Kingston upon Hull Pet Feb 10 Ord Feb 10
THE PAX PATENTS CO, John st, Adelphi, Dealers in Patent Novelties High Court Pet Jan 3 Ord Feb 10
THORPE, LUCIL, Wells st, Jermyn st High Court Pet Dec 9 Ord Feb 9
VAN WYK, WILLIAM PETER, Basinghall av, Coleman st Agent High Court Pet Oct 14 Ord Feb 9
VAUGHAN, WILLIAM FORD, Torrington, Devon, Foreman Workman Barnstaple Pet Feb 10 Ord Feb 10
WHITAKER, HENRY Cottingley, Bingley, Yorks, Joiner Bradford Pet Jan 30 Ord Feb 9
WILLIAM, JOHN THOMAS, Llangunnor, Carmarthen, School Attendance Officer Carmarthen Pet Feb 9 Ord Feb 9
WRIGHT, ERNEST, Burgh le Marsh, Lincs, Baker Boston Pet Feb 10 Ord Feb 10
YATES, FRANK, Much Wenlock, Salop, Grocer Shrewsbury Pet Feb 10 Ord Feb 10

FIRST MEETINGS.

BAILEY, JOHN THOMAS, Luton, Straw Hat Manufacturer Feb 24 at 11.30 Off Rec, The Parade, Northampton
BAKER, WILLIAM STEPHEN, Luton, Beds, Straw Hat Manufacturer Feb 22 at 11 Off Rec, The Parade, Northampton
BANKS, MATTHEW, Connah's Quay, Flint, Ironworker Feb 22 at 12.30 Crypt chmbrs, Eastgate row, Chester
BODEN, ARTHUR, Ellastone, Stafford, Cattle Dealer Feb 24 at 11 Off Rec, 5, Victoria bdgs, London rd, Derby
BURKITT, VALENTINE GEORGE, Bristol, Electrical Engineer Feb 22 at 11.30 Off Rec, 26, Baldwin st, Bristol

BRIGGS, HARRY, Great Driffield, Butcher Feb 23 at 12 Off Rec, York City Bank chmbrs, Lowgate, Hull

BROOKS, JOHN, Bledlow, Bucks, Farmer Feb 22 at 3.30 1, St Aldate's Oxford

BUTLER, JOHN, Wem, Salop, Coal Dealer Feb 25 at 11.30 Off Rec, 72, Swan hill, Shrewsbury

CAWTE, ROBERT, Catisfield, Fareham, Hants, Fruit Grower Feb 23 at 3 Off Rec, Cambridge junction, High st, Portsmouth

CHAMBERS, SAMUEL, Sleaford, Lincs, Baker Feb 24 at 12.30 Off Rec, 10, Bank st, Lincoln

COLLINS, PATRICK VALENTINE, Cardiff, Draper Feb 22 at 3 117, St Mary st, Cardiff

COWAN, WILLIAM, Bradford, Joiner Feb 22 at 11 Off Rec, 12, Duke st, Bradford

CRAWFORD, WALTER W, Henrietta st Feb 21 at 11 Bankruptcy bldgs, Carey st

DAVIS, SARAH ANNE, Lodge Brymbo, nr Wrexham, Grocer Feb 23 at 11 The Priory, Wrexham

DAWES, ARTHUR ROWLAND, Swindon Feb 22 at 11 Off Rec, 26, Regent circus, Swindon

DUNN, CHARLES WILLIAM, Rolleston, Stafford, Licensed Victualler Feb 24 at 12 Off Rec, 5, Victoria bldgs, Londonrd, Derby

ELDRIDGE, BRUCE, Cosheston, Pembroke, Grocer Feb 22 at 1 Off Rec, 4, Queen st, Carmarthen

FUDGE, GEORGE, and ALFRED WILLIAMS, Kingswood, Boot Manufacturers Feb 22 at 11.45 Off Rec, 26, Baldwin st, Bristol

GASKIN, WALTER, High st, Poplar, Licensed Victualler Feb 24 at 11 Bankruptcy bldgs, Carey st

GLYNN, PATRICK, JAMES GLYNN, THOMAS GLYNN, and HUBERT GLYNN, Oldham, Plasterers Feb 29 at 3 Off Rec, Greaves st, Oldham

GOULSON, JOHN CHEETHAM, Lincoln, Baker Feb 24 at 12 Off Rec, 10, Bank st, Lincoln

HAINES, JAMES, Merthyr Tydfil, Wagon Carpenter Feb 24 at 12 County Court Office, Town Hall, Merthyr Tydfil

HEWITT, G TRAFFORD, Broad st pl, Company Promoter Feb 24 at 12 Bankruptcy bldgs, Carey st

HOLBOROW, JESSE, South Cerney, Gloucester, Farmer Feb 24 at 11 Off Rec, 38, Regent circus, Swindon

HOOKER, HARRY CHARLES, Shirley, Southampton, Greengrocer's Manager Feb 22 at 11 Off Rec, Midland Bank chmbrs, High st, Southampton

JENKINS, JOHN DUDLEY, Cardiff, Tea Merchant Feb 23 at 11.30 117, St Mary st, Cardiff

JENKINS, THOMAS CHARLES, Cardiff, Tea Merchant Feb 23 at 11 117, St Mary st, Cardiff

JONES, WILLIAM, Holyhead, Labourer Feb 22 at 12 Crypt chmbrs, Eastgate row, Chester

LAKE, BERTIE, Luton Builder Feb 22 at 12 Off Rec, The Parade, Northampton

LAMB, HARRY, Pocklington, Painter and Decorator Feb 24 at 12.15 Off Rec, The Red House, Duncombe pl, York

MALAM, GEORGE WILLIAM, Kingston upon Hull, Grocer Feb 23 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull

MERRETT, FRED, Berkeley, Glos, Farmer Feb 25 at 12 Off Rec, Station rd, Gloucester

NEAVE, FREDERICK JOHN REGINALD, Kingsley av, West Ealing Feb 24 at 12 14, Bedford row

NICHOLLS, RICHARD CHARLES, Greenwich, Fishmonger Feb 22 at 11.30 132, York rd, Westminster Bridge rd

PICKENS, ABRAHAM, Tynewydd, Treherbert, Glam, Collier Feb 24 at 3 St Catherine's chmbrs, St Catherine st, Pontypridd

ROBINSON, GEORGE, Scotton, Knaresborough, Quarryman Feb 24 at 3 Off Rec, The Red House, Duncombe pl, York

SHARPE, DORIS, Byfleet, Surrey Feb 22 at 12 132, York rd, Westminster Bridge rd

SHAW, ALFRED, and WILLIAM SHAW, Matlock Bath, Derby, Quarry Owners Feb 24 at 3 Off Rec, 5, Victoria bldgs, London rd, Derby

SOTHERAN, SHEPHERD, Hartlepool, Durham, Fried Fish Merchant Feb 23 at 10 Off Rec, 3, Manor pl, Sunderland

STOLLIDAY, EDWARD, Great Yarmouth, Fishing Boat Owner Feb 28 at 10.15 Lovewell & Co, South Quay, Great Yarmouth

STONE, HORACE WALTER, Rosebery av, Tottenham, Commercial Clerk Feb 23 at 3 14, Bedford row

TEMPERTON, EDWARD, Kingston upon Hull Feb 24 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull

THE PAX PATENTS COMPANY, John st, Adelphi, Dealers in Patent Novelties Feb 23 at 1 Bankruptcy bldgs, Carey st

THORPE, CECIL, Wells st, Jermyn st Feb 23 at 12 Bankruptcy bldgs, Carey st

TURNER, SAMUEL, Beccles, Suffolk, Butcher Feb 22 at 12.30 Off Rec, 8, King st, Norwich

VAN WYK, WILLIAM PETER, Basinghall av, Coleman st, Agent Feb 23 at 11 Bankruptcy bldgs, Carey st

WHITAKER, HENRY, Bingley, Yorks, Joiner Feb 24 at 11 Off Rec, 12, Duke st, Bradford

WILLIAMS, JOHN EDWARD, Pentraeth, Anglesey, General Dealer Feb 23 at 2.30 British Hotel, Bangor

WOODWARD, HERBERT THOMPSON, South Twerton, nr Bath, Coal Merchant Feb 22 at 12.15 Off Rec, 26, Baldwin st, Bristol

YATES, FRANK, Much Wenlock, Salop, Grocer Feb 25 at 12.30 Off Rec, 22, Swan hill, Shrewsbury

YERBURY, ALFRED FREDERICK, and WALTER EDWIN YERBURY, Frome, Somerset, Coachbuilders Feb 22 at 12 Off Rec, 26, Baldwin st, Bristol

ADJUDICATIONS.

BANKS, MATTHEW, Connahs Quay, Flint, Ironworker Chester Pet Feb 9 Ord Feb 9

BATSTONE, JOHN WILLMINGTON, Wells, Somerset, Baker Wells Pet Feb 10 Ord Feb 10

BRIGGS, HARRY, Gt Driffield Butcher Kingston upon Hull Pet Feb 7 Ord Feb 10

ELDRIDGE, BRUCE, Cosheston, Pembroke, Grocer Pembroke Dock Pet Feb 7 Ord Feb 10

GASKIN, WALTER, High st, Poplar, Licensed Victualler High Court Pet Feb 9 Ord Feb 9

GREGORY, JOHN ISAAC, Llandaff, Glam, Licensed Victualler Cardiff Pet Feb 11 Ord Feb 11

HEYWOOD, HERBERT, Bolton, Earthenware Dealer Bolton Pet Feb 7 Ord Feb 7

HOLBOROW, JESSE, South Cerney, Glos, Farmer Swindon Pet Feb 10 Ord Feb 10

HOOKER, HARRY CHARLES, Shirley, Southampton, Greengrocer's Manager Southampton Pet Jan 24 Ord Feb 10

HORNER, THOMAS HARRISON, Leyburn, Yorks, Painter Northallerton Pet Feb 10 Ord Feb 10

HORTON, HARRY, and EDWARD WILHELM RICHARD LANGESBERG, Wellington, Salop, Casters Shrewsbury Pet Jan 16 Ord Feb 7

HUBBARD, FREDERICK MORTON, Glos, Draper Gloucester Pet Feb 10 Ord Feb 10

JENKINS, THOMAS CHARLES, Cardiff, Tea Merchant Cardiff Pet Feb 11 Ord Dec 14

JONES, ANNE GWENDOLINE, Manordeilo, Carmarthen Carmarthen Pet Jan 27 Ord Feb 10

JONES, THOMAS, Landore, Swansea, Saddler Swansea Pet Feb 10 Ord Feb 10

KEIGHLEY, FRED, JOHN CLIFFORD KEIGHLEY, and GEORGE ROBERT BROWN, Bradford, Yarn Merchants Bradford Pet Jan 28 Ord Feb 11

KINSEY, GEORGE, jun, Dutton, Preston Brook, Chester, Farmer Warrington Pet Jan 19 Ord Feb 9

KITCHING, ERNEST, Norton, nr Malton, Yorks, Joiner Scarborough Pet Feb 10 Ord Feb 10

LAMB, HARRY, Pocklington, Yorks, Painter and Decorator York Pet Feb 9 Ord Feb 9

LYCETT, FORREST, Waterlo, Director of a Public Company High Court Pet Dec 5 Ord Feb 8

MALAM, GEORGE WILLIAM, Kingston upon Hull, Grocer Kingston upon Hull Pet Feb 9 Ord Feb 9

NICHOLLS, RICHARD CHARLES, Greenwich, Fishmonger Greenwich Pet Feb 10 Ord Feb 10

PICKENS, ABRAHAM, Treherbert, Glam, Collier Pontypridd Pet Feb 10 Ord Feb 10

REES, JOHN WILLIAM, Caerau, nr Bridgend, Colliery Roadman Cardiff Pet Feb 9 Ord Feb 9

ROBINSON, GEORGE, Scotton, Knaresborough, Quarryman York Pet Feb 10 Ord Feb 10

SHAW, ESTHER, Timberland, Lincs, Grocer Boston Pet Feb 11 Ord Feb 11

SMITH, SYDNEY FRANCIS, Manchester, Engineer Manchester Pet Feb 9 Ord Feb 9

SOTHERAN, SHERHERD, Hartlepool, Fried Fish Merchant Sunderland Pet Feb 8 Ord Feb 8

STEER, ALBERT HERBERT, Balham, Builder Wandsworth Pet Jan 16 Ord Feb 9

STONE, HORACE WALTER, Rosebery av, Tottenham, Commercial Clerk Edmonton Pet Jan 11 Ord Feb 6

TEMPERTON, EDWARD, Kingston upon Hull Kingston upon Hull Pet Feb 10 Ord Feb 10

VAUGHAN, WILLIAM FORD, Torrington, Devon, Foreman Workman Barnstaple Pet Feb 10 Ord Feb 10

WHITAKER, HENRY, Cottingley, Bingley, Yorks, Joiner Bradford Pet Jan 30 Ord Feb 11

WILLIAMS, JOHN THOMAS, Llangunnor, Carmarthen, School Attendance Officer Carmarthen Pet Feb 9 Ord Feb 9

WRIGHT, ERNEST, Burgh le Marsh, Lincs, Baker Boston Pet Feb 10 Ord Feb 10

YATES, FRANK, Much Wenlock, Salop, Grocer Shrewsbury Pet Feb 10 Ord Feb 10

YERBURY, ALFRED FREDERICK, and WALTER EDWIN YERBURY, Frome, Somerset, Coachbuilders Frome Pet Feb 1 Ord Feb 11